



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Victorian Hospitals’ Industrial Association
(AG2022/764)

HEALTH AND ALLIED SERVICES, MANAGERS AND ADMINISTRATIVE WORKERS (VICTORIAN PUBLIC SECTOR) (SINGLE INTEREST EMPLOYERS) ENTERPRISE AGREEMENT 2021- 2025

Health and welfare services

DEPUTY PRESIDENT MASSON

MELBOURNE, 13 APRIL 2022

Application for approval of the Health and Allied Services, Managers and Administrative Workers (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2021-2025.

[1] An application has been made for approval of an enterprise agreement known as the *Health and Allied Services, Managers and Administrative Workers (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2021-2025* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Victorian Hospitals’ Industrial Association. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] I note that several clauses of the Agreement may be inconsistent with the National Employment Standards. Given the National Employment Standards precedence clause at clause 8.2 of the Agreement, I am satisfied that the more beneficial entitlements of the NES will prevail.

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

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 20 April 2022. The nominal expiry date of the Agreement is 30 June 2025.



DEPUTY PRESIDENT

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Annexure A



Victorian Hospitals' Industrial Association

88 Maribyrnong Street, Footscray VIC 3011 ABN 77 531 427 547
Switchboard 03 9861 4000 Employment Advice 1800 729 329
Fax 03 9867 8540 Email vhia@vhia.com.au www.vhia.com.au

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

Health and Allied Services, Managers and Administrative Workers (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2021-2025 (Agreement)

AG2022/764 - Application by Victorian Hospitals' Industrial Association (289V)

I, Stuart McCullough of 88 Maribyrnong Street, Footscray, 3011 in the State of Victoria, Chief Executive Officer, say as follows:

1. I am the Chief Executive Officer of the Victorian Hospitals' Industrial Association (**VHIA**)
2. VHIA is the Bargaining Representative for the employers listed in Schedule 1A of the Agreement
3. Pursuant to subsection 190(3) of the *Fair Work Act 2009* (Cth) the VHIA gives an undertaking on behalf of the employers listed in Schedule 1A of the Agreement as follows:

A. Dental Assistant Trainees (Schedule 2B, Part 2, Table B, Dental Assistants employed by Employers other than DHSV and Ballarat Health Service)

The rate of pay for Dental Assistant Trainees employed by Employers other than DHSV and Ballarat Health will be no less than the minimum weekly rate for full time trainees provided under Wage level B (AQF Certificate Level I-III traineeship) of the *Miscellaneous Award 2020* (part-time pro-rata), having regard to the Dental Assistant Trainee's Experience Level and Highest Year of Schooling Completed

Stuart McCullough
Chief Executive Officer

VICTORIAN HOSPITALS' INDUSTRIAL ASSOCIATION

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

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

**HEALTH AND ALLIED SERVICES,
MANAGERS AND ADMINISTRATIVE
WORKERS (VICTORIAN PUBLIC
SECTOR) (SINGLE INTEREST
EMPLOYERS) ENTERPRISE
AGREEMENT 2021-2025**

SECTION 1

1. Agreement Title

This Agreement will be known as the Health and Allied Services, Managers and Administrative Workers (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2021-2025.

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3. Arrangement of the Agreement

This Agreement is made up of:

- 3.1 Section 1 (Common Terms);
- 3.2 Section 2 (Health and Allied Services Employees and Dental Assistants); and
- 3.3 Section 3 (Managers and Administrative Workers).

PART A – GENERAL TERMS

4. Application of this Section

The terms and conditions contained in Section 1 of this Agreement apply equally to all Employees, except where expressly excluded.

5. Incidence & Coverage

This Agreement covers:

- 5.1 the Employers;
- 5.2 all Employees;
- 5.3 the HWU if it is named by the Commission as a party covered by the Agreement.

6. Definitions

- 6.1 In this Section 1:
 - (a) **Act** means the *Fair Work Act 2009* (Cth).
 - (b) **Adoption** includes the placement of a child under a permanent care order.
 - (c) **Agreement** means the Victorian Public Health Sector (Health and Allied Services, Managers and Administrative Workers) Single Interest Enterprise Agreement 2020-2024.
 - (d) **AIC** means the applicable agreement implementation committee continuing or established under 70.10.
 - (e) **Base rate of pay** means the rate of pay payable to an Employee in accordance with **Schedule 2B** and **Schedule 3B** for his or her ordinary hours of work, but not including any incentive-based payments and bonuses, loadings, allowances, overtime, penalty rates or any other separately identifiable amounts.
 - (f) **Commission** means the Fair Work Commission or any successor body.

- (g) **De facto partner**, in relation to an Employee, means: a person who, although not married to the Employee, lives with them 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 includes a former de facto of the Employee.
- (h) **Dental Assistant** means an Employee classified in accordance with Part 2 of **Schedule 2D** of this Agreement, and paid pursuant to Part 2 of **Schedule 2B**.
- (i) **Department Head** means a person responsible for a department or section of the hospital or health service covered by this Agreement.
- (j) **Department** refers to Employees within a department who are covered by this Agreement.
- (k) **Designated Work Group** means a group of Employees within a workplace that are entitled to elect an HSR in accordance with the OHS Act.
- (l) **DH** means the Department of Health
- (m) **DHSV** means Dental Health Services Victoria.
- (n) **Divisional Director** means a person appointed as such by the Employer.
- (o) **Employee** means a person employed by an Employer listed in **Schedule 1A** of this Section 1 who is employed in any of the classifications set out in this Agreement, other than:
 - (i) employees employed solely or predominantly in the provision of public mental health services; and
 - (ii) Employees employed pursuant to Health Executive Employment and Remuneration Policy
- (p) **Employer** means each organisation listed in **Schedule 1A**.
- (q) **Employer Organisation** means an organisation of Employers, which would specifically include the VHIA.
- (r) **FFPPOA** means first full pay period on or after.
- (s) **Health and Allied Services Employee** means an Employee classified in accordance with Part 1 of **Schedule 2D** of this Agreement, and paid pursuant to Part 1 of **Schedule 2B**.
- (t) **HSR** means an Employee elected to the position of Occupational Health and Safety Representative of a Designated Work Group in accordance with the OHS Act.
- (u) **HWU Delegate** has the same meaning as HWU Representative or Job Representative.

- (v) **HWU or Union** means Health Services Union Victoria No 1 Branch, trading as the “Health Workers Union”.
- (w) **Immediate family** means a spouse, former spouse, de facto partner, former de facto partner, child including adopted child, step child and ex-nuptial child, parent, grandparent, grandchild or sibling of the Employee; and a child, step child and ex-nuptial child, parent grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.
- (x) **Manager and Administrative Worker** means an Employee classified in accordance with Part 1 of **Schedule 3D** or Part 2 of **Schedule 3D** of this Agreement.
- (y) **Medical certificate** means a certificate from a medical practitioner.
- (z) **Medical practitioner** means a person registered as a medical practitioner by the Medical Board of Australia.
- (aa) **Modern Award** means the Health Professionals and Support Services Award 2020.
- (bb) **National Employment Standards or NES** means Part 2-2 of the Act as amended from time to time.
- (cc) **not employed by Royal Women’s Hospital or Royal Children’s Hospital** means classified under Part 1 of **Schedule 3D**.
- (dd) **OHS Act** means the Occupational Health and Safety Act 2004 (Vic) as varied from time to time, or any successor to that Act.
- (ee) **Party** means the Employer, Employees and the HWU who are covered by this Agreement.
- (ff) **School age**, in relation to a child, means the age at which the child is required by law to attend school.
- (gg) **Spouse** includes a former spouse.
- (hh) **VHIA** means the Victorian Hospitals’ Industrial Association.
- (ii) **WIRC Act** means the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic), or if applicable in the particular situation the *Accident Compensation Act 1985* (Vic) or the *Workers Compensation Act 1958* (Vic).
- (jj) **Previous Agreement** shall mean the *Victorian Public Health Sector (Health and Allied Services, Managers and Administrative Workers) Single Interest Enterprise Agreement 2016-2020*.

7. Commencement Date and Period of Operation

- 7.1 This Agreement will come into effect seven days after the date of approval by the Commission.

- 7.2 This Agreement will nominally expire on 30 June 2025.
- 7.3 The Agreement will continue to operate after the nominal expiry date in accordance with the provisions of the Act.
- 7.4 The parties will, six (6) months prior to the nominal expiry date of this Agreement, endeavour to commence negotiations for a replacement Agreement provided that any claim made by any party during this period may not be supported by industrial action.

8. Relationship to Previous Industrial Instruments

- 8.1 This is a comprehensive agreement that operates to the exclusion of any award, workplace determination or other agreement which previously applied to Employees covered by this Agreement.
- 8.2 This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

9. No Extra Claims

- 9.1 This Agreement is reached in full and final settlement of all matters subject to claims by either party and for the life of the Agreement no further claims will be made or supported by the parties covered by the Agreement.
- 9.2 Nothing in this clause is intended to be inconsistent with the Act or remove the ability for this Agreement to be varied in accordance with the Act.

10. Best Practice Employment Commitment

- 10.1 The parties agree to establish a committee to discuss Best Practice Employment Commitments (**BPEC**) during the life of the Agreement on matters which include:
- (a) monitoring the implementation of the Agreement;
 - (b) monitoring the achievement of employment diversity targets in-line with the DH Aboriginal Employment Strategy 2016-2021 and DH Disability Employment Strategy 2016-2021 (or their successors);
 - (c) monitoring Workforce Mobility, Skills and Capability Development across the Victorian Public Health Sector, including the implementation of Workplace Trainer/Careers Advisors and associated initiatives;
 - (d) developing an agreed framework which facilitates the Continuous Improvement of the Management & Administrative Workers classifications, involving:

- (i) a review of the existing classification descriptors to identify opportunities for improvement, to be completed within 6 months of the commencement of the Agreement;
- (ii) development of trial descriptors to address the opportunities for improvement to be completed by 1 October 2022;
- (iii) descriptors to be trialled locally at volunteer Health Services in small cohorts, (not as enforceable terms) from 1 January 2023 for twelve months; and
- (iv) Health Service feedback regarding the suitability of the 'trial descriptors' to be reported to the BPEC in 2023 in order to inform bargaining preparation for 2024.

10.2 The Committee will schedule a minimum of six meetings per year.

10.3 The Committee will comprise nominated representatives from the union, the VHIA and DH (as required). The Committee may, by agreement, establish subgroups or delegate individual matters to a relevant health service(s) as required.

10.4 The Committee members may agree to engage a mediator to facilitate the resolution of disputes where the parties are unable to reach an agreement on the matters provided for in clause 10.1.

11. Anti-Discrimination

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

11.2 Accordingly, in fulfilling their obligations under the procedures in clause 17 (Dispute Resolution Procedure), the parties covered by this Agreement must make every endeavour to ensure that neither the provisions nor their operation are unlawfully discriminatory in their effects.

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

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

12. Multi-cultural awareness

- 12.1** Victoria is a diverse and multicultural community, which is reflected in the patients and employees of health services.
- 12.2** The parties are committed to a workplace and society free from cultural insensitivity.
- 12.3** To this end, to prevent cultural misunderstandings and foster more harmonious workplaces that are sensitive to the needs of our diverse community, the parties agree to increased awareness of Employees in cultural customs and cross-cultural communication.

13. Individual Flexibility Arrangement

- 13.1** An Employee and the Employer may, after an Employee has commenced employment, enter into an individual flexibility arrangement pursuant to this clause in order to meet the genuine needs of the Employee and Employer. An individual flexibility arrangement must be genuinely agreed to, without duress or coercion, by the Employee and Employer.
- 13.2** An individual flexibility arrangement may vary the effect of one or more of the following terms of this enterprise agreement:
- (a) arrangements for when work is performed;
 - (b) breaks between successive shifts;
 - (c) On Call, specifically to address remaining on-site overnight for the On Call period;
 - (d) overtime rates;
 - (e) penalty rates;
 - (f) allowances; and
 - (g) leave loading.
- 13.3** An Employer who wishes to initiate the making of an individual flexibility arrangement must:
- (a) give the Employee a written proposal; and
 - (b) if the Employer is aware that the Employee has, or reasonably should be aware that the Employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.
- 13.4** An Employee may nominate a representative to assist in negotiations for an individual flexibility arrangement.
- 13.5** The Employer must ensure that any individual flexibility arrangement will result in the Employee being better off overall than the Employee would have been if no individual flexibility arrangement were agreed to.

- 13.6** The Employer must ensure that an individual flexibility arrangement is in writing and signed by the Employee and Employer. If the Employee is under 18 the arrangement must also be signed by a parent or guardian of the Employee.
- 13.7** The Employer must give a copy of the individual flexibility arrangement to the Employee within 14 days after it is agreed to, and keep a copy as a time and wages record.
- 13.8** The Employer must ensure that any individual flexibility arrangement sets out:
- (a) the terms of this enterprise agreement that will be varied by the arrangement;
 - (b) how the arrangement will vary the effect of the terms;
 - (c) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (d) the day on which the arrangement commences.
- 13.9** The Employer must ensure that any individual flexibility arrangement:
- (a) is about matters that would be permitted matters under section 172 of the Act if the arrangement were an enterprise agreement;
 - (b) does not include any term that would be an unlawful term under section 194 of the Act if the arrangement were an enterprise agreement; and
 - (c) provides for the arrangement to be terminated:
 - (i) by either the Employee or Employer giving a specified period of written notice, with the specified period being no more than 28 days; and
 - (ii) at any time by written agreement between the Employee and Employer.
- 13.10** An individual flexibility arrangement may be expressed to operate for a specified term or while the Employee is performing a specified role (such as acting in a specified higher position). Such an arrangement will terminate on expiry of the specified term or when the Employee ceases to perform the specified role unless terminated earlier on notice or by agreement.

14. Police Check/Certificate

14.1 Requirement to obtain and maintain Police Check/Certificate

Where an Employee is required to possess a valid Police Check/Certificate accordance with legislation, it is a condition of the Employee's employment that they are required to obtain and maintain their own valid Police Check/Certificate.

14.2 Dispute

In the event of a dispute as to whether an Employee is required to possess a valid Police Check/Certificate in accordance with legislation, it will be resolved in accordance with clause 17 (Dispute Resolution Procedure).

15. Working with Children Check

15.1 Requirement to obtain and maintain Working with Children Check

Where an Employee is required to possess a Working with Children Check in accordance with the Working with Children Act 2005 (or its successor), it is a condition of the Employee's employment that they are required to obtain and maintain their own Working with Children Check.

15.2 Dispute

In the event of a dispute as to whether an Employee is required to possess a Working with Children Check in accordance with the Working with Children Act 2005 (or its successor), it will be resolved in accordance with clause 17 (Dispute Resolution Procedure).

PART B – CONSULTATION, DISPUTE RESOLUTION AND DISCIPLINE

16. Consultation

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

16.1 Consultation regarding major change

- (a) Where an Employer proposes a major workplace change that may have a significant effect on an Employee or Employees, the Employer will consult with the affected Employee/s, the HWU, and the Employee's other chosen representative (where relevant) before any proposed change occurs.
- (b) Workplace change includes (but is not limited to) technological change.
- (c) Consultation will include those who are absent (including on workers' compensation or parental leave).
- (d) The Employer will take reasonable steps to ensure Employees, HSRs (where relevant) and the HWU can participate effectively in the consultation process.

16.2 Definitions

Under this clause 16:

- (a) **Consultation** means a genuine opportunity to influence the decision maker, but not joint decision making. It is not merely an announcement as to what is about to happen.
- (b) **Affected employee** means an Employee on whom a major workplace change may have a significant effect.
- (c) **Major change** means a change in the Employer's program, production, organisation, physical workplace, workplace arrangements, structure or technology that is likely to have a significant effect on Employees.
- (d) **Significant effect** includes but is not limited to:
 - (i) termination of employment;
 - (ii) changes in the size, composition or operation of the Employer's workforce (including from outsourcing) or skills required;
 - (iii) alteration of the number of hours worked and/or reduction in remuneration;
 - (iv) changes to an Employee's classification, position description, duties or reporting lines;
 - (v) the need for retraining or relocation/redeployment/transfer to another site or to other work;
 - (vi) removal of an existing amenity;
 - (vii) the removal or reduction of job opportunities, promotion opportunities or job tenure.
- (e) **Measures to mitigate or avert** may include but are not limited to:
 - (i) redeployment;
 - (ii) retraining;
 - (iii) salary maintenance;
 - (iv) job sharing; and / or
 - (v) maintenance of accruals.

16.3 Consultation Steps and Indicative reasonable timeframes

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

- (c) The following table makes clear the relevant steps and indicative timeframes for the consultation process.

Step	Action	Timeframe
1.	Employer provides change impact statement and other written material required by subclause 16.4	
2.	Written response from Employees and / or HWU	14 days of step 1
3.	Consultation Meeting/s convened	7-14 days of step 2
4.	Further Employer response (where relevant)	After the conclusion of step 3
5.	Alternative proposal from Employees or HWU	14 days of step 4
6.	Employer to consider alternative proposal/s consistent with the obligation to consult and, if applicable, to arrange further meetings with Employees or HWU prior to advising outcome of consultation	14 days of step 5

16.4 Change Impact Statement (Step 1)

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

- (a) the details of proposed change;
- (b) the reasons for the proposed change;
- (c) the possible effect on Employees of the proposed change on workload and other occupational health and safety impacts;
- (d) where occupational health and safety impacts are identified, a risk assessment of the potential effects of the change on the health and safety of Employees, undertaken in consultation with HSRs, and the proposed mitigating actions to be implemented to prevent such effects;
- (e) the expected benefit of the change;
- (f) measures the Employer is considering that may mitigate or avert the effects of the proposed change;

- (g) the right of an affected Employee to have a representative including a HWU representative at any time during the change process; and
- (h) other written material relevant to the reasons for the proposed change (such as consultant reports), excluding material that is commercial in confidence or cannot be disclosed under the Health Services Act 1988 or other legislation.

16.5 Employee / HWU response (step 2)

Following receipt of the change impact statement, affected Employees and / or the HWU may respond in writing to any matter arising from the proposed change.

16.6 Meetings (step 3)

- (a) As part of consultation, the Employer will meet with the Employee/s, the HWU and other nominated representative/s (if any) to discuss:
 - (i) the proposed change;
 - (ii) proposals to mitigate or avert the impact of the proposed change;
 - (iii) any matter identified in the written response from the affected Employees and / or the HWU.
- (b) To avoid doubt, the 'first meeting' at step 3 does not limit the number of meetings for consultation.

16.7 Employer response (step 4)

The Employer will give prompt and genuine consideration to matters arising from consultation and will provide a written response to the Employees, the HWU and (where relevant) other representative/s.

16.8 Alternative proposal (step 5)

The affected Employee/s, the HWU and other representative (where relevant) may submit alternative proposal(s) which will take into account the intended objective and benefits of the proposal. Alternative proposals should be submitted in a timely manner so that unreasonable delay may be avoided.

16.9 Outcome of consultation (step 6)

The Employer will give prompt and genuine consideration to matters arising from consultation, including an alternative proposal submitted under sub-clause 16.8, and will advise the affected Employees, the HWU and other nominated representatives (if any) in writing of the outcome of consultation including:

- (a) whether the Employer intends to proceed with the change proposal;
- (b) any amendment to the change proposal arising from consultation;

- (c) details of any measures to mitigate or avert the effect of the changes on affected Employees; and
- (d) a summary of how matters that have been raised by Employees, the HWU and their representatives, including any alternative proposal, have been taken into account.

16.10 Consultation about changes to rosters or hours of work

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

16.11 Consultation disputes

Any dispute regarding the obligations under this clause will be dealt under the Dispute Resolution Procedure at clause 17.

17. Dispute Resolution Procedure

17.1 Resolution of disputes and grievances

- (a) For the purpose of this clause 17, a dispute includes a grievance.
 - (b) This dispute resolution procedure will apply to any dispute arising in relation to:
-

- (i) this Agreement;
 - (ii) the NES;
 - (iii) a request for an additional 12 months parental leave; or
 - (iv) a request for flexible working arrangements.
- (c) A party to the dispute may choose to be represented at any stage by a representative including the HWU or employer organisation. A representative, including the HWU or employer organisation on behalf of an Employer, may initiate a dispute.

17.2 Obligations

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

17.3 Dispute settlement facilitation

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

17.4 Discussion of dispute at workplace

- (a) The parties will attempt to resolve the dispute at the workplace as follows:
 - (i) in the first instance by discussions between the Employee/s and the relevant supervisor; and
 - (ii) if the dispute is still unresolved, by discussions between the Employee/s and more senior levels of local management.
- (b) The discussions at subclause 17.4(a) will take place within fourteen days or such longer period as mutually agreed save that agreement will not be unreasonably withheld.
- (c) If a dispute cannot be resolved at the workplace it may be referred by a party to the dispute or representative to the Commission for conciliation and, if the matter in dispute remains unresolved, arbitration.

17.5 Disputes of a collective character

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

17.6 Conciliation

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

17.7 Arbitration

- (a) If, when conciliation is complete, the dispute is not settled, either party may request the Commission proceed to determine the dispute by arbitration.
- (b) The Commission member that conciliated the dispute will not arbitrate the dispute if a party objects to the member doing so.

- (c) Subject to subclause 17.7(d) below, a decision of the Commission is binding upon the persons covered by this Agreement.
- (d) An appeal lies to a Full Bench of the Commission, with the leave of the Full Bench, against a determination of a single member of the Commission made pursuant to this clause.

17.8 Conduct of matters before the Commission

Subject to any agreement between the parties to the dispute in relation to a particular dispute or grievance and the provisions of this clause, in dealing with a dispute or grievance through conciliation or arbitration, the Commission will conduct the matter in accordance with sections 577, 578 and Subdivision B of Division 3 of Part 5-1 of the Act.

18. Managing Conduct and Performance

18.1 Application

- (a) Where an Employer has concerns about:
 - (i) the conduct of an Employee; or
 - (ii) a performance issue that may constitute misconduct,the following procedure will apply.
- (b) There are two steps in a disciplinary process under this clause as follows:
 - (i) investigative procedure; and
 - (ii) disciplinary procedure.
- (c) An Employee will be provided a reasonable opportunity to be represented at any time (including by a Union) with respect to all matters set out in this clause.
- (d) The Employer will notify the Employee in accordance with subclause 18.3(b) as soon as practicable following the Employer becoming aware of the alleged concerns at subclause 18.1(a).
- (e) **Exception – Employees who have not completed a minimum period of employment with their Employer**

Where an Employee has not completed a period of employment with their Employer of at least the minimum employment period defined at section 383 of the Act (six months continuous service as defined within the Act unless amended) and the Employer is considering the termination of the Employee's employment, the Employer will:

- (i) provide the concerns in writing to the Employee as soon as practicable following the Employer becoming aware of the alleged concerns;

- (ii) advise the Employee of their right to have a representative, including a Union representative;
- (iii) other than in the case of Serious Misconduct, provide the Employee an opportunity to improve their Performance or Conduct);
- (iv) meet with the Employee (and, where relevant, their chosen representative); and
- (v) consider any explanation by the Employee including any matters raised in mitigation before making a decision to terminate the employment.

The terms of clause 18.3 to 18.5 inclusive do not apply to Employees within the scope of the exception in this clause 18.1(e).

18.2 Definitions

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

Conduct that is serious misconduct includes each of the following:

- (iii) the Employee, in the course of the Employee's employment, engaging in:
 - (A) theft; or

- (B) fraud; or
- (C) assault;
- (iv) the Employee being intoxicated at work;
- (v) the Employee refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment.
- (e) Subclauses 18.2(d)(iii)-(d)(v) do not apply if the Employee is able to show that, in the circumstances, the conduct engaged in by the Employee was not conduct that made employment in the period of notice unreasonable.

18.3 Investigative procedure

- (a) The purpose of an investigative procedure is to conclude whether, on balance, concerns regarding conduct or performance are well-founded and supported by evidence. An investigation procedure must be fair including proper regard to procedural fairness.
- (b) The Employer will:
 - (i) advise the Employee of the concerns and allegations in writing;
 - (ii) provide the Employee with any material which forms the basis of the concerns before seeking a response;
 - (iii) ensure the Employee is provided a reasonable opportunity to answer any concerns including a reasonable time to respond;
 - (iv) advise the Employee of their right to have a representative, including a Union representative;
 - (v) ensure that the reason for any interview is explained; and
 - (vi) take reasonable steps to investigate the Employee's response.
- (c) Where the Employer has complied with subclause 18.3(b)(i)-(b)(iv) and the Employee does not dispute the concerns, the Employee may opt to decline the opportunity to be interviewed.
- (d) Where the Employee opts to decline the opportunity to be interviewed, the Employee may still raise matters under clause 18.4(c) including matters in mitigation if a disciplinary procedure (see clause 18.4) is proposed.

18.4 Procedure to address poor Performance or Misconduct

- (a) The procedure applies if, following the investigation, the Employer reasonably considers that the Employee's conduct or performance may warrant disciplinary steps being taken.

- (b) The Employer will:
 - (i) notify the Employee in writing of the outcome of the investigation process, including the basis of any conclusion; and
 - (ii) provide the Employee with a reasonable opportunity to provide information about the matters in clause 18.4(c).
- (c) In considering whether to take disciplinary action, the Employer will consider:
 - (i) whether there is a valid reason related to the Conduct or Performance of the Employee arising from the investigation justifying disciplinary action;
 - (ii) whether the Employee knew or ought to have known that the Conduct or Performance was below acceptable standards; and
 - (iii) any explanation by the employee relating to conduct including any matters raised in mitigation.

18.5 Possible outcomes

- (a) Where it is determined that having followed the procedures in this clause that disciplinary action is warranted, the Employer may take any of the following steps depending on the seriousness of the Conduct or Performance and the steps shall be recorded on the Employee's personnel file:
 - (i) where the Performance or Conduct issue does not constitute Serious Misconduct:
 - (A) counsel the Employee;
 - (B) give the Employee a first written warning;
 - (C) give the Employee a second written warning in the event that the Employee has previously been given a first warning within the previous 12 months for that course of Conduct;
 - (D) give the Employee a final written warning in the event that the Employee has previously been given a second written warning within the preceding 12 month period for that course of Conduct;
 - (E) terminate the Employee's employment on notice in the case of an employee who repeats a course of Conduct for which a final warning was given in the preceding 12 months; or
 - (ii) for Serious Misconduct:

- (A) terminate the Employee's employment without notice;
or
 - (B) alternatively, issue the Employee with a final warning without following the steps in subclause 18.5(a)(i) above.
- (b) The Employer's decision and a summary of its reasons will be notified to the Employee in writing.
 - (c) If after any warning or counselling, a period of 12 months elapses (as relevant) without the Employee repeating a course of Conduct for which the preceding warning or counselling was given, the Employer cannot rely on the preceding warning or counselling for the purpose of using a further warning.

18.6 Disputes

A dispute over the clause (including subclause 18.7) is to be dealt with in accordance with the Dispute Resolution Procedure of this Agreement.

18.7 Performance Management

- (a) Nothing in this clause 18 will prevent the Employer from undertaking performance management to support Employees.
- (b) In this clause 18, **performance management** includes reasonable actions to address performance by identifying performance deficits, the Employer's expected outcomes and performance measures, and strategies to meet those measures including the provision of support and education the Employee may reasonably require. Performance management measures may be included in a performance improvement plan that seeks to address the identified deficits within a reasonable time period.
- (c) In this clause 18, performance management does not include sanctions in addition to those set out at clause 18.5 above.

18.8 Equal Opportunity when managing conduct and performance of people with disabilities

- (a) Where an Employee has a Disability, the Employer is required to:
 - (i) make reasonable adjustments to enable the employee to participate in processes to manage conduct and performance in accordance with this Clause 18; and
 - (ii) consider the Employer's obligations under the *Equal Opportunity Act 2010* in making a determination under this clause 18.
- (b) An Employer is not required to make reasonable adjustments if the Employee could not or cannot adequately participate in the

processes to manage conduct and performance in accordance with this Clause 18 even after the adjustments are made.

- (c) Disability has the same meaning as section 4 of the Equal Opportunity Act 2010.

PART C – TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT

19. Types of Employment

- 19.1** Employees under this Agreement may be employed in any one of the following employment categories:
 - (a) full-time employment;
 - (b) regular part-time employment; or
 - (c) casual employment.
- 19.2** At the time of engagement an Employer will inform each Employee of the terms of their engagement, and in particular whether they are to be full-time, regular part-time or casual.

20. Full Time Employment

- 20.1** A full-time Employee is one who is ready, willing and available to work a full week of 38 hours, or an average of 38 hours as per clause 22 of Section 2 and clause 7 of Section 3 (Hours of Work) at the times and during the hours that are mutually agreed upon, or in the absence of such agreement, as prescribed by the Employer.
- 20.2** Subject to the provisions of clause 22 of Section 2 and clause 7 of Section 3 (Hours of Work) a full-time Employee will be paid the full weekly wage for their classification irrespective of the number of hours worked not exceeding 38, or an average of 38 per week.

21. Regular Part-Time Employment

- 21.1** The Employer may employ regular part-time Employees in any classification covered by the Agreement.
- 21.2** A regular part-time Employee is one who:
 - (a) works less than an average of the full-time hours per week (or fortnight);
 - (b) has reasonably predictable hours of work; and
 - (c) receives, on a pro-rata basis, equivalent pay and conditions to those of full-time Employees who do the same kind of work.

- 21.3** Before commencing employment, the Employer and regular part-time Employee will agree in writing on a regular pattern of work; including the :
- (a) number of hours to be worked each week;
 - (b) days of the week the Employee will work; and,
 - (c) starting and finishing times each day.
- 21.4** Any agreed variation to the regular pattern of work prescribed at subclause 21.3, including a variation as a result of an offer made pursuant to subclause 21.10(a), will be recorded in writing.
- 21.5** Regular part-time Employees will be paid 1/38th of the weekly wage rate for their classification pursuant to **Schedule 2B** or **Schedule 3B**. All leave entitlements will accrue on a pro-rata basis.
- 21.6** An Employee who does not meet the definition of a regular part-time Employee and who is not full-time will be paid as a casual Employee in accordance with clause 23 (Casual Employment).
- 21.7** Payment in respect of any period of personal leave (where an Employee has an accumulated entitlement) will be made according to the ordinary hours the Employee would have worked on the day or days on which the leave was taken.
- 21.8** Any period of annual leave or personal leave will accrue according to the ordinary hours of work in accordance with the NES.
- 21.9** Notwithstanding the above, a part-time Employee who is employed on a regular basis for four hours or less per week will be paid according to clause 23 (Casual Employment).
- 21.10 Additional hours**
- (a) A part time Employee may be offered additional hours at the applicable ordinary time rates for the time worked, within the limits prescribed by this Agreement.
 - (b) A part-time Employee is entitled to decline an offer of additional ordinary hours.
 - (c) Where a part-time Employee is directed by the Employer to work reasonable additional hours, or works hours in excess of 38 in a week, an average of 38 hours a week or the limits prescribed by the Agreement, overtime rates will apply.

22. Part-Time Review of Hours

- 22.1** Where over a period of 26 weeks or more a part-time Employee regularly and systematically works more than their contracted hours, the Employer or the Employee may request in writing a contract reflecting that the Employee's hours have increased on a permanent basis. Such a request will not be unreasonably refused by either party.

- 22.2** Where the Employer makes the request under subclause 22.1, at the time of making the request the Employer will also notify the Employee in writing of their obligations under this subclause.
- 22.3** An Employee will not be considered to be regularly and systematically rostered if the shifts the Employee has been working are replacing an absent Employee (for example parental leave, long service leave, workers' compensation or personal leave) or a temporary flexible work arrangement.
- 22.4** A written response will be provided no later than 21 days from the date of a request (by either an Employee or Employer).
- 22.5** Where the request is refused:
- (a) the written response will include reasons for the refusal.
 - (b) an Employee may request that the Employer provides any evidence relied upon in making a determination under this clause.
 - (c) where a dispute arises in relation to the response by either an Employer or an Employee, it will be dealt with in accordance with Clause 17 (Dispute Resolution Procedure).
- 22.6** Where the request is granted:
- (a) the Employee will be provided with a Letter of Appointment setting out the revised employment arrangements.

23. Casual Employment

- 23.1** A person is a casual Employee if:
- (a) an offer of employment made by the Employer to the person is made on the basis that the Employer makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work for the person; and
 - (b) the person accepts the offer on that basis; and
 - (c) the person is an employee as a result of that acceptance.
- 23.2** Casual Employees will be paid an amount equal to 1/38th of the weekly wage rate for their classification per hour plus:
- (a) a 25% loading for work performed on week days;
 - (b) a 75% loading for work performed on Saturdays, Sundays and Public Holidays.
- 23.3** A casual Employee will be entitled to receive the appropriate uniform and other allowances.
- 23.4** The provisions of:
- (a) clause 25 of Section 2 and clause 10 of Section 3 (Overtime)
 - (b) clause 69 of Section 1 (Public Holidays);

- (c) clause 53 of Section 1 (Annual Leave);
- (d) clause 55 of Section 1 (Personal/Carer's Leave);
- (e) clause 56 of Section 1 (Compassionate Leave);
- (f) clause 59 of Section 1 (Parental Leave); and

any other clause which expressly states that it does not apply to casual Employees will not apply to casual Employees, except where the relevant clause expressly provides entitlements for casual Employees.

- 23.5** The 25% loading referred to in subclause 23.2(a) and one third of the 75% loading referred to in subclause 23.2(b) (i.e. 25% of the amount equal to 1/38th of the weekly wage rate) (Casual Loading) are paid instead of the paid entitlements of full-time and part-time Employees whether arising under the provisions referred to in subclause 23.4 or under the NES. In the event that an Employee receives the Casual Loading in respect of a period in which they are subsequently determined to be a full-time or part-time Employee, the Employer will be entitled to set off the amount of the Casual Loading against any amounts owing for paid entitlements whether arising under the provisions referred to in subclause 23.4 or under the NES.

24. Casual Conversion

- 24.1** Where a casual Employee has worked a regular pattern of hours on an ongoing basis over a period of 26 weeks or more, which without significant adjustment they could continue to perform as a part-time or full-time Employee, the Employer must offer to convert the Employee to part-time or full-time employment (reflecting the pattern of hours worked).

- 24.2** Despite subclause 24.1, an Employer is not required to make an offer to an Employee under that subclause if there are reasonable grounds not to make the offer and the reasonable grounds are based on facts that are known, or reasonably foreseeable, at the time of deciding not to make the offer. Reasonable grounds include:

- (a) the Employee's position will cease to exist in the period of 12 months after the time of deciding not to make the offer;
- (b) the hours of work which the Employee is required to perform will be significantly reduced in that period;
- (c) there will be a significant change in either or both of the following in that period:
 - (i) the days on which the Employee's hours of work are required to be performed;
 - (ii) the times at which the Employee's hours of work are required to be performed; which cannot be accommodated within the days or times the Employee is available to work during that period;

- (d) making the offer would not comply with a recruitment or selection process required by or under a law of the Commonwealth or a State or a Territory.
- 24.3** Where an Employer does not make an offer of conversion in reliance on clause 24.2, the Employer must give written notice to the Employee advising them that an offer will not be made and including details of the reasons for not making the offer (including the grounds relied upon).
- 24.4** An Employee must give a written response no later than 21 days from the date of the offer (by either an Employee or Employer). If the Employee fails to give a written response within 21 days, they are taken to have refused the offer.
- 24.5** Where an Employee converts from casual to full or part-time employment, the Employee's minimum weekly hours will be those worked on a regular and systematic basis as described in subclauses 24.1 and 24.2 above, and the provisions of clause 20 (Full-time Employment) or 21 (Regular Part-Time Employment) (whichever is relevant) will apply.
- 24.6** Where such a conversion occurs, the Employee will be provided with a Letter of Appointment within 21 days of the acceptance, setting out the revised employment arrangements (including hours of work), acknowledging any period/s of casual employment with the Employer.

25. Fixed Term Employment

- 25.1** A fixed term Employee is an Employee who is employed for a specified period of time, which period is known at the commencement of the contract, or for a specified task such as a project or replacement of an absent employee.
- 25.2** Subject to clause 25.4, fixed term employment will not be used to fill an ongoing position, or offered through consecutive fixed term employment contracts for work that is otherwise ongoing.
- 25.3** Examples of where fixed term employment may be appropriate include:
- (a) Graduate positions;
 - (b) Long term WorkCover replacement;
 - (c) Special Projects or a body of work with clear parameters determined in advance by the Employer with the intent to deliver a specified outcome within an anticipated timeframe;
 - (d) Backfill including for extended leave (such as Parental Leave and Long Service Leave), to support flexible working arrangements, temporary assignment or secondment

Note: In this context, backfill to support flexible working arrangements does not refer to the Employee on the flexible working arrangement, but instead to an arrangement to work

- 25.4** Where there is a need to continue employment on a fixed term basis beyond the original contract period, further fixed term contracts may be offered only where the arrangement continues to be consistent with subclause 25.2 and 25.3 above.
- 25.5** Where an Employee disputes a matter pertaining to this Clause 25 - Fixed Term Employment, the Employee should raise the concerns with their immediate supervisor or line manager in the first instance and seek to resolve the issue.
- (a) If no resolution can be achieved, the Employee may:
 - (i) Seek to have the matter tabled at the Agreement Implementation Committee, or,
 - (ii) utilise the Dispute Resolution Procedure set out in clause 17 of this Agreement.

26. Redundancy and Associated Entitlements

26.1 Arrangement

This clause is arranged as follows:

- (a) Arrangement (subclause 26.1),
- (b) Definitions (subclause 26.2),
- (c) Redeployment (subclause 26.3),
- (d) Support to Affected Employees (subclause 26.4),
- (e) Salary maintenance (subclause 26.5),
- (f) Relocation (subclause 26.6),
- (g) Employee leaving during redundancy notice period (subclause 26.7),
- (h) Employment terminates due to redundancy (subclause 26.8), and
- (i) Exception to application of Victorian Government's policy with respect to severance pay (subclause 26.9)

26.2 Definitions

- (a) **Affected Employee** for this clause 26 means an Employee whose role will be redundant.
- (b) **Comparable role** means an on-going role that:
 - (i) is the same occupation as that of the Affected Employee's redundant position or if not, is in an occupation acceptable to the Affected Employee; and
 - (ii) is any of the following:
 - (iii) a position that the Affected Employee is qualified to undertake; or

- (iv) a position that with the reasonable support described at 26.3(g) the Affected Employee could undertake; and
 - (v) is the same grade as the Affected Employee's redundant position;
 - (vi) takes into account the number of ordinary hours normally worked by the Affected Employee;
 - (vii) is a Reasonable Distance from the Affected Employee's current work location;
 - (viii) takes the Affected Employee's personal circumstances, including family responsibilities, into account; and
 - (ix) takes account of health and safety considerations.
- (c) **Consultation** is as defined at clause 16 (Consultation) of this Agreement.
- (d) **Continuity of Service** means that the service of the Employee is treated as unbroken and that the cap on the transfer of personal leave at subclause 55.6 does not apply. However, continuity of service is not broken where an Employer pays out accrued annual leave or long service leave upon termination in accordance with this Agreement.
- (e) **Reasonable Distance** means a distance that has regard to the Employee's original work location, current home address, capacity of the Employee to travel, additional travelling time, effects on the personal circumstances of the affected Employee, including family commitments and responsibilities and other matters raised by the Employee, or assistance provided by their Employer.
- (f) **Redeployment period** means a period of 13 weeks from the time the Employer notifies the Affected Employee in writing that consultation under clause 16 (Consultation) is complete and that the redeployment period has begun.
- (g) **Redundancy** means the Employer no longer requires the Affected Employee's job to be performed by anyone because of changes in the operational requirements of the Employer's enterprise.
- (h) **Relocation** means an Affected Employee is required to move to a different campus as a result of an organisational change on either a temporary or permanent basis.
- (i) **Salary maintenance** means an amount representing the difference between what the Affected Employee was paid immediately prior to the Affected Employee's role being made redundant (taking into account the Employee's average earnings over the previous 12 months or shorter period where there has been a variation in the

Employee's contracted hours) and the amount paid in the Affected Employee's new role following redeployment.

26.3 Redeployment

- (a) An Affected Employee whose role will be redundant will be considered for redeployment during the redeployment period.

(b) **Employee to be advised in writing**

The Affected Employee must be advised in writing of:

- (i) the date the Affected Employee's role is to be redundant,
- (ii) details of the redeployment process,
- (iii) the reasonable support that will be provided in accordance with subclause 26.3(g), and
- (iv) the Affected Employee's rights and obligations.

(c) **Employer obligations**

The Employer will:

- (i) make every effort to redeploy the Affected Employee to a Comparable Role in terms of classification, grade and income, including appointing a case manager to provide the Affected Employee with support and assistance (including assistance with compiling a CV / resume and undertaking employment search activities such as interview preparation); and
- (ii) take into account the personal circumstances of the Affected Employee, including family commitments and responsibilities.

(d) **Employee obligations**

The Employee must actively participate in the redeployment process including:

- (i) identifying appropriate retraining needs;
- (ii) developing a resume / CV to assist in securing redeployment;
- (iii) actively monitoring and exploring appropriate redeployment opportunities and working with the appointed case manager.

(e) **Rejecting a comparable role**

Where an Affected Employee rejects an offer of redeployment to a comparable role (as defined), the Affected Employee may be ineligible for a departure package referred to at subclause 26.7.

(f) **Temporary alternative duties**

An Affected Employee awaiting redeployment may be transferred to temporary alternative duties within the same campus, or where part of the Employee's existing employment conditions (or by agreement) at another campus. Such temporary duties will be in accordance with the Affected Employee's skills, experience, clinical area and profession.

(g) **Support for redeployment**

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

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

(h) **Where no redeployment available**

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

(i) **Non-Comparable Role**

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

26.4 Support to Affected Employees

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

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

26.5 Salary Maintenance

(a) Entitlement to salary maintenance

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

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

(b) Period of salary maintenance

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

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

(c) Preservation of accrued leave

An Affected Employee entitled to salary maintenance will have their long service leave, annual leave and personal leave accruals preserved before redeployment. Specifically, the value of the leave immediately prior to redeployment will not be reduced as a result of redeployment.

26.6 Relocation

(a) Employer to advise in writing of relocation

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

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

(b) Entitlement to relocation allowance

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

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

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

(d) **Payment**

- (i) The maximum relocation allowance payable by the Employer will be \$1900.00, paid as a lump sum.
- (ii) When considering the Affected Employee's estimate, the Employer may have regard to the Reasonable Distance
- (iii) In the event of a dispute about the Affected Employee's estimate it will be resolved under clause 17 (Dispute Resolution Procedure).

(e) **Exceptions**

An Affected Employee is not entitled to the relocation allowance if the site or campus to which the Affected Employee is being relocated is a location to which they can be expected to be deployed as part of their existing employment conditions.

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

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

26.7 Employee leaving during redundancy notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed in Section 2 clause 5 and Section 3 clause 3 of this Agreement.
- (b) The employee will remain entitled to receive the severance benefits they would have received under clause 26.8 had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

26.8 Employment terminates due to redundancy

The Victorian Government's policy with respect to public sector redundancy and the entitlements upon termination of employment as a

result of redundancy are set out in the Public Sector Workplace Relations Policies 2015. The policy as at the time this Agreement comes into operation applies to Employees but does not form part of this Agreement.

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

Where the Affected Employee's Employer secures a comparable role (as defined) with another Employer covered by this Agreement, which:

- (a) is within a Reasonable Distance of the work site of the redundant position; and
- (b) provides continuity of service; and
- (c) where the comparable role results in a loss of income, salary maintenance at subclause 26.5 will apply; and
- (d) where relevant, consistent with the financial and other support provided to an internal redeployee;

the Employee will be considered successfully redeployed as though the employment was with the same Employer and no severance pay will apply.

27. Transition to Retirement

27.1 Employees may advise their Employer in writing of their intention to retire within the next five years from their Employer and may participate in a transition to retirement arrangement. Subject to this Agreement, a transition to retirement arrangement is a permanent arrangement that is agreed between the Employee and the Employer.

27.2 Transition to retirement arrangements may be proposed. The Employer will provide details of the proposal for the Employee's consideration including any relevant information (including indicative changes to pay) about the implications of the proposal. The Employee will be given a reasonable opportunity to consider the proposal. Employees are encouraged to seek advice regarding the proposal.

27.3 Where a transition to retirement arrangement is agreed, it will be implemented through:

- (a) a flexible working arrangement (see clause 79);
- (b) an individual flexibility agreement (see clause 13);
- (c) an agreement in writing between the parties; or
- (d) any combination of the above.

27.4 A transition to retirement arrangement may include but is not limited to:

- (a) alteration of working hours, e.g. part-time employment, shift pattern;
- (b) a job share arrangement;

- (c) working in a position at a lower status or rate of pay;
- (d) flexible use of Long Service Leave (LSL)

27.5 The Employer will consider, and not unreasonably withhold its approval of a request by an Employee to transition to retirement through:

- (a) using accrued LSL or Annual Leave for the purpose of reducing the number of days worked or their working hours but retaining their previous employment status

Examples:

1. A full-time Employee may work 3 days per week and have 2 days of accrued long service leave per week, retaining their full-time status.
2. A part-time Employee employed for 24 hours per week may work 20 hours per week and take 4 hours of accrued annual leave per week, retaining their status as a part-time Employee employed for 24 hours per week.

or;

- (b) accepting appointment to a role that has a lower hourly rate of pay and/or reduced hours (post transition role), in which case:
 - (i) the Employee will retain the accrual of LSL they had immediately prior to the reduction in their rate of pay and/or hours (preserved LSL). Where LSL is taken, the Employee will be paid LSL hours at the wage rate and/or their hours of work prior to the post transition role until the preserved LSL hours exhausted;

Examples:

1. An Employee's hourly rate of pay is reduced under this subclause (b) from \$35 to \$30. When the Employee takes LSL their LSL will be paid at the rate of \$35 per hour until the preserved LSL is exhausted.
2. An Employee's hours of work are reduced under this subclause (b) from 32 hours per week to 24 hours per week. When the Employee takes LSL they will be paid for 32 hours of LSL per week until the preserved LSL is exhausted.
3. An Employee's hourly rate of pay is reduced under this subclause (b) from \$40 to \$35 and their hours of work from 38 to 30 hours per week. When the Employee takes LSL it will be paid at the rate of \$40 per hour and they will be paid for 38 hours of LSL per week until the preserved LSL is exhausted.

- (ii) however, if the Employee's hourly wage rate in the post-transition role over time exceeds the wage rate of the pre-

transition role, the higher wage rate will be used to calculate LSL.

PART D - WAGES

28. Salary and Allowances Increases

- 28.1** The weekly salaries over the life of the Agreement are set out in **Schedules 2B** and **3B**.
- 28.2** All allowance rates are provided in **Schedules 2C** and **3C**
- 28.3** The rates of pay set out in **Schedules 2B** and **3B** will only come into operation on the approval of the Agreement by the Commission in accordance with the Act.

29. Payment of Wages

29.1 Payment

- (a) Wages will be paid weekly or fortnightly (as determined by the Employer) to the nominated financial institution of each Employee. Payment will be made no later than Thursday following the end of the pay period.

29.2 Payslip

- (a) On or before each pay day, the Employer must advise each Employee in writing of their gross salary entitlement for the pay period, any deductions and allowances authorised by law and by the Employer, the Employee name and classification, the period the pay relates to and the date of payment, the hourly rate of pay, and the net amount of payment, amounts of occupational superannuation contributions and details of funds into which contributions are being paid. To the extent reasonably practicable, payslips will record an Employee's accrued annual leave and personal leave.

29.3 Underpayment

- (a) Where an Employee considers that they have been underpaid as a result of error on the part of the Employer, the Employee may request that the Employer rectify the error or validate the payment.
- (b) Where an Employee is underpaid by reason of Employer error and the amount of such underpayment is less than 5% of the Employee's fortnightly wage, the underpayment will be corrected in the next pay period.
- (c) Where the underpayment exceeds 5% of the Employee's fortnightly wage, the Employer must take steps to correct the underpayment within 24 hours and to provide confirmation to the Employee of the correction.

- (d) If the Employer does not take the action required under subclause 29.3(b) and subclause 29.3(c) above, the Employee will be paid a penalty payment of 20% of the underpayment, calculated on a daily basis from the date of the entitlement arising until all such moneys are paid. In addition, the Employer will meet any associated banking or other fees/penalties incurred by the Employee as a consequence of the error where those fees exceed the 20% penalty payment.
- (e) Subclause 29.3(d) will not come into effect:
 - (i) if the payment of wages or other monies owed falls on a public holiday, until the expiration of such public holiday; or
 - (ii) where the Employee or Employer disputes whether the monies are owed to the Employee; or
 - (iii) where the underpayment is the result of Employee error, which includes, but isn't limited to circumstances where the Employee hasn't complied with the Employer's policies dealing with the completion or approving of timesheets; or
 - (iv) where the Employee agrees to defer the correction of the underpayment until the next pay period; or
 - (v) if any unforeseen event outside the control of the Employer frustrates their ability to meet the requirements of this clause.

29.4 Payment on termination

- (a) When notice of termination of employment has been given by an Employee, payment of all wages and other monies owing to an Employee will be made to the Employee within seven days of termination.
- (b) When an Employee has been terminated at the Employer's initiative, payment of all wages and other monies owing to an Employee will be made to the Employee on the date of termination. The Employee must provide all information requested by the Employer in relation to salary packaging arrangements as soon as practicable.
- (c) If an Employee is kept waiting for more than one business day after the Employee's date of termination, such Employee will be paid overtime rates for the duration of the period until such monies owing are paid, with a minimum payment of two (2) hours and a maximum payment of seven (7) hours and 36 minutes per day. This penalty does not apply when the delay is the result of the Employee not providing information requested by the Employer in relation to salary packaging arrangements or the Employer is completing salary packaging arrangements.

30. Recovery of Overpayments

30.1 Details of overpayment

Where a Health Service determines that an overpayment has occurred, the Health Service shall provide, in writing, to the relevant Employee:

- (a) the total amount of overpayment,
- (b) the reason, if any, for the overpayment (i.e. incorrect application of an allowance),
- (c) when the overpayments have occurred,
- (d) the scope to enter into a repayment arrangement within the limits set by the Financial Management Act 1994 (currently one tenth of the salary or wages, before any deductions),

30.2 Dispute

Either the Health Service or Employee may refer a dispute about an overpayment, including but not limited to the quantum of the overpayment and/or how it is to be repaid, to the Dispute Resolution clause of this Agreement.

30.3 Other rights

Nothing in this clause affects the rights or obligations of either party under the Financial Management Act 1994 including but not limited to:

- (a) The Employee's right to apply to the relevant Minister for the weekly amount of the deductions to be reduced, and
- (b) The Employee's right to apply in writing to the relevant Minister to be relieved from all or any of the liability with respect to the repayment of the overpayment.

31. Superannuation

The subject of superannuation is dealt with extensively by federal legislation which prescribes the obligations and entitlements regarding superannuation. This clause is ancillary to and supplements those provisions.

31.1 Definitions

In this clause:

- (a) **default fund** means the Aware Super superannuation fund (or its successor) while it provides a "MySuper product" as defined by the Act.
- (b) **preferred superannuation fund** means a fund that meets the definition of a superannuation fund in the Superannuation Guarantee (Administration) Act 1992 (Cth).

31.2 Existing Employees

Employees will have the choice to nominate that the Employer contributions and their own contributions are made to the Employee's preferred superannuation fund (as defined above).

31.3 New Employees

The Employer will offer to make superannuation contributions on behalf of an Employee to:

- (a) the Employee's preferred superannuation fund;
- (b) Aware Super superannuation funds (or successor); or,
- (c) HESTA (or successor).

31.4 Where new Employee does not nominate fund

If the Employee does not nominate a fund, the Employer will pay the Employee's superannuation contributions to the default fund.

31.5 Calculation of superannuation contributions

Superannuation contributions paid by the Employer will be calculated and paid on:

- (a) ordinary time earnings as defined in the Superannuation Guarantee (Administration) Act 1992 (Cth) calculated on the Employee's pre salary packaging earnings, and
- (b) any additional amounts consistent with the trust deed of the superannuation fund; and
- (c) any payment for a period of paid parental leave under clause 59 until 30 June 2021, after which superannuation shall be paid on parental leave (paid and unpaid) in accordance with subclause 31.7.

31.6 Frequency of contributions

From 1 July 2021, the Employer will make superannuation contributions to the superannuation fund nominated by employees covered by this agreement on a monthly basis (each four weeks).

31.7 Superannuation during parental leave – from 1 July 2021

From 1 July 2021, the Employer will make superannuation contributions throughout any period of parental leave, paid or unpaid. Such contributions will be calculated as follows:

- (a) The Employee's ordinary time earnings as defined in the Superannuation Guarantee (Administration) Act 1992 (Cth) calculated on the Employee's pre salary packaging earnings and any additional amounts consistent with the trust deed of the superannuation fund over 26 full pay periods immediately prior to commencing parental leave and divided by 52 (Weekly Parental Leave Super Contribution);

- (b) The Weekly Parental Leave Super Contribution will be paid during each week of Parental Leave (both paid and unpaid) save that:
 - (i) the Employee will receive a pro rata payment for a period less than one week; and
 - (ii) where, during the period of parental leave (either paid or unpaid), the Employee's rate of pay increases under clause 28, the Employee's pre salary packaging earnings as calculated above will be increased accordingly from the relevant date and superannuation paid on the increased amount.

31.8 Voluntary contributions

- (a) An Employee may request in writing that an Employer pay on their behalf a specified amount from their post-taxation pay into the Employee's superannuation fund.
- (b) An Employee may adjust the amount the Employer authorises the Employer to pay from their wages from the first of the month following the giving of three months' written notice to the Employer.
- (c) The Employer must pay the amount authorised under clauses 31.8(a) or 31.8(b) no later than 28 days after the end of the month in which the authorised deduction was made.

32. Salary Packaging

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

- (a) By agreement with the Employer, the current rate of pay and any monetary entitlements payable to the Employee as adjusted by the Agreement, may be salary packaged in accordance with the individual Health Service policy on salary packaging.
- (b) The Employee will compensate the Employer from his or her rate of pay for any FBT incurred as a consequence of any salary packaging arrangement the Employee has entered into. Where the Employee chooses not to pay any of the costs associated with their salary packaging, the Employer may cease the Employee's salary packaging arrangements.
- (c) The parties agree that in the event that salary packaging ceases to be an advantage to the Employee (including as a result of subsequent changes to FBT legislation) the Employee may elect to convert the amount packaged to salary. Any costs associated with the conversion to salary will be borne by the Employee and the Employer will not be liable to make up any benefit lost as a consequence of an Employee's decision to convert to salary.

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

32.2 The parties recommend to Employees who are considering salary packaging that they seek independent financial advice. The Employer will not be held be held responsible in any way for the cost or outcome of any such advice and furthermore, the parties agree that the Employee will pay for any costs associated with salary packaging.

33. Accident Pay

33.1 An Employer will be required to pay, and an Employee will be entitled to receive, accident pay in accordance with this clause 33.

33.2 Definitions

- (a) For the purposes of this clause, **Injury** means any physical or mental injury within the meaning of the WIRC Act, and no injury will give rise to an entitlement to accident pay under this clause unless an entitlement exists under the WIRC Act.

33.3 Accident Pay – Total Incapacity

- (a) Where an Employee is, or is determined to be, totally incapacitated within the meaning of the WIRC Act, the term accident pay means a weekly payment of an amount representing the difference between:
 - (i) the total amount of compensation, including allowances, paid to the Employee during the period of incapacity under the WIRC Act for the week; and
 - (ii) the total weekly wage rate, as varied from time to time, and any over Agreement payment being paid to the Employee at the date of the injury and which would have been payable for the Employee's classification for the week in question if they had been performing their normal duties, provided that - in making such calculation any payment for overtime earnings, shift premiums, penalty rates and any ancillary payment payable by the Employer will not be taken into account.

33.4 Accident Pay - Partial incapacity

- (a) Where an Employee is partially incapacitated within the meaning of the WIRC Act, the term accident pay means a weekly payment of amount representing the difference between:
 - (i) the total amount of compensation paid to the Employee during the period of incapacity under the WIRC Act for the

week together with the average weekly amount they are earning;

- (ii) the total weekly wage rate, as varied from time to time, and any weekly over Agreement payment being paid to the Employee at the date of the injury and which would have been payable for the Employee's classification for the week in question if they had been performing their normal duties, provided that - in making such calculation any payment for overtime earnings, shift premiums, penalty rates and any other ancillary payment payable by the Employer will not be taken into account.

33.5 Payment for part of a week

Where an Employee is incapacitated, either totally or partially, for part of a week, such an Employee will receive pro rata accident pay for that part of the week.

33.6 Qualifications for payment

- (a) Subject to the terms of this clause, an Employee covered by the Agreement will, upon receiving payment of weekly compensation and continuing to receive such payment for incapacity under the WIRC Act, be paid accident pay by their Employer who is liable to pay compensation under the WIRC Act, which liability may be discharged by another person on behalf of the Employer, provided that:
 - (i) Accident pay will not apply to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks and then, subject to subclause 33.6(b) and to the maximum period of payment prescribed elsewhere herein, accident pay will apply only to the period of incapacity after the first two weeks.
 - (ii) Accident pay will only be payable to an Employee whilst that Employee remains in the employment of the Employer by whom they were employed at the time of the incapacity and then only for such period as they received a weekly payment under the WIRC Act. Provided that if an Employee who is partially incapacitated cannot obtain suitable employment from their Employer but such alternative employment is available with another Employer then the relevant amount of accident pay will still be payable.
 - (iii) Provided further that in the case of the termination by an Employer of an Employee who is incapacitated and receiving accident pay, accident pay will continue to apply subject to the provisions of this clause except in those cases

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

- (iv) In order to qualify for the continuance of accident pay on termination an Employee will if required provide evidence to the Employer of the continuing payment of weekly payments of compensation.
- (b) Subject to this clause, accident pay will not apply in respect of any injury during the first five normal working days of incapacity.
- (c) In relation to industrial diseases contracted by a gradual process or injury subject to recurrence, aggravation, or acceleration, such injuries or diseases will not be subject to accident pay unless the Employee has been employed with the Employer at the time of the incapacity for a minimum period of one month.
- (d) On engagement, an Employee may be required to declare all workers compensation and/or accident claims made under the WIRC Act in the previous five years and in the event of defaults or inaccurate information being deliberately and knowingly declared the Employer may require the Employee to forfeit their entitlement to accident pay under this Agreement.

33.7 Maximum period of payment

- (a) The maximum period or aggregate period of accident make-up pay to be made by the Employer will be a total of 39 weeks for any one injury.

33.8 Absences on other than paid leave

An Employee will not be entitled to the payment of accident pay in respect of any period of paid annual leave, or long service leave or for any paid public holiday in accordance this Agreement.

33.9 Notice of injury

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

33.10 Medical examination

- (a) In order to receive an entitlement to accident pay an Employee will meet the requirements of the WIRC Act for attending medical examinations.
- (b) Where, in accordance with the WIRC Act, a medical referee gives a certificate as to the condition of the Employee and their fitness for work or specifies work for which the Employee is fit and such work is made available by the Employer, and is refused by the Employee or

the Employee fails to commence the work, accident pay will cease from the date of such refusal or failure to commence the work.

33.11 Cessation or redemption of weekly payments

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

33.12 Civil damages

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

33.13 Insurance against liability

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

33.14 Variations in compensation rates

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

33.15 Death of an Employee

All rights to accident pay will cease on the death of an Employee.

33.16 Commencement

This clause 33 will only apply in respect of incapacity arising from an injury occurring or recurring on or after 3 March 1975 or, in the case of Section 3 Employees employed by Royal Women's Hospital or Royal Children's Hospital, 22 September 1975.

34. Trainees

A trainee who performs work in classifications covered by this agreement will be employed in accordance with the following principles:

- 34.1 Trainee/Apprentice positions are additional to existing positions. No existing Employee will lose employment as a result of the introduction of trainees. An Employer will not dispense with the services of Employees for the purpose of appointing a trainee/apprentice before or after that appointment.
- 34.2 Training provided will be nationally recognised as appropriate to the occupation or trade into which the trainee or apprentice is to be placed. In the event of State Regulations applying to the qualification/licensing or a (state qualification applying in the absence of a national qualification, appropriate Victorian Regulations in relation to registration and/or licensing will be adhered to.
- 34.3 The parties recognise the inherent value of job security for the wellbeing of all classes of Employees and the need to ensure that existing temporary and casual staff are not displaced or alternative employment opportunities of re-deployees are not adversely affected. Furthermore, trainees/apprentices will not be appointed in specific workplace locations where redundancy programs are being targeted at base grade/entry level positions.
- 34.4 Agencies participating in this scheme must see to all occupational health and safety requirements in respect of providing a safe working environment. This is to include orientation processes and workplace supervision.
- 34.5 Each Employer will be required to consult with the HWU on the intake numbers, placement and training arrangements relating to trainees/apprentices. It is intended that such consultation will occur at least four weeks prior to the commencement of trainees/apprentices. Opportunities for HWU participation in induction sessions for new trainees/apprentices will be provided as appropriate. (See also clause 70 (Union Matters)).
- 34.6 All trainees and apprentices will be engaged under an appropriate state or federal traineeship scheme and paid no less than the applicable rates contained in **Schedule 2B** or **3B** of this Agreement or if not rate is specified the applicable base rate under the Health Professionals and Support Services Award.

35. Juniors

This clause does not apply to Dental Assistants employed by DHSV

Junior Employees (who are Employees who are 18 years old or younger) will be paid a percentage of the appropriate rate pursuant to **Schedule 2B** or **Schedule 3B** for their classification as follows:

Year of experience	% Rate
First year of experience	70%
Second year of experience	80%
Third year of experience	90%
Fourth year of experience, or at age 19, whichever occurs first	100%

36. Employee Records

- 36.1** The Act and Regulations set out an Employer's obligations with respect to record keeping including but not limited to:
- (a) a requirement to keep a record that sets out any leave the employee takes and the balance (if any) of the employee's entitlement to that leave from time to time;
 - (b) the inspection and copying of an employee record by the employee or former employee to whom the record relates; and
 - (c) the requirement to keep accurate employee records.

PART E – ALLOWANCES AND REIMBURSEMENTS

37. Lead Apron Allowance

- 37.1** From the FFPPOA 13 May 2021, an Employee who is required as part of their usual duties to wear a lead apron, is to be paid the Lead Apron Allowance in **Schedules 2C and 3C** (Allowances) for each shift or part thereof on which the lead apron is worn. Classifications entitled to this allowance are:
- (a) Theatre Technicians (including Liver Transplant Technologists and Dual Qualified Technicians); and
 - (b) Interpreters and Theatre Technician Managers.

38. Supported Wage System for Employees with a Disability

- 38.1** **Schedule 1B** defines the conditions that apply to Employees covered by the Agreement who, because of the effects of a disability, are eligible for a supported wage under the terms of the Agreement.

39. Meal Allowances

- 39.1** Where an Employee is required to work overtime Monday to Friday (inclusive) for more than one hour after the usual finish time, or in the case of shift workers when the overtime exceeds one hour, or on a Saturday/Sunday for more than 5 hours, the Employer will either supply the Employee with an adequate meal or pay a meal allowance.
- 39.2** Where such overtime exceeds 4 hours Monday to Friday (inclusive), or 9 hours on a Saturday/Sunday, the Employer will either supply the Employee with a further adequate meal or pay a further meal allowance.
- 39.3** The provisions of subclause 39.1 and subclause 39.2 will not apply where the Employee could reasonably return home for a meal within the period allowed.
- 39.4** The meal allowances payable over the life of this Agreement are set out in **Schedule 2C** and **Schedule 3C** (as applicable).
- 39.5** Claims for payment of an overtime meal allowance will be processed in the next ordinary pay.

40. Telephone Allowance

- 40.1** Where the Employer requires an Employee to install and/or maintain a telephone for on call or other purposes, the rental and installation charges will be met by the Employer on production of receipted accounts by the Employee.
- 40.2** In lieu of paying an Employee the telephone allowance, an Employer may provide an Employee with a mobile phone for the purposes of being on-call and pay any costs and charges associated with it.

41. Travelling Allowance

- 41.1 Employees other than Dental Assistants employed by DHSV**
- (a) This subclause 41.1 does not apply to Dental Assistants employed by DHSV.
 - (b) When an Employee is travelling whilst on duty, if the Employer cannot provide the appropriate transport, all reasonably incurred expenses in respect of fares, meals and accommodation will be met by the Employer on production of receipted accounts, or other evidence acceptable to the Employer.
 - (c) An Employee will not be entitled to reimbursement for work-related travelling expenses that exceed the mode of transport, meals or the standard of accommodation agreed for the purpose with the Employer.
 - (d) Where an Employer requires an Employee to use their own motor vehicle in the performance of their duties, such Employee will be paid

the per kilometre vehicle allowances pursuant to Part 1 of **Schedule 2C** or Part 1 or 2 of **Schedule 3C** (as applicable).

41.2 Dental Assistants employed by DHSV

This subclause 41.2 only applies to Dental Assistants employed by DHSV.

(a) Use of Own Vehicle

- (i) In accordance with the Employer's Reimbursement of Expenses policy, as varied from time to time, where an Employee is required to work at a location that involves travel using their own motor vehicle, and such travel is in excess of their nominated daily threshold, they will be entitled to claim travel expenses for the distance travelled in excess of the threshold.
- (ii) The daily threshold for all Employees is 40 kilometres, with the exception of those Employees who reside more than 20 kilometres from their designated base work location. In these circumstances, the threshold is the distance from home to that base work location and return.
- (iii) In addition to subclauses 41.2(a)(i) and 41.2(a)(ii) above, where an Employee is required to travel from one work location to another throughout the day, using their own motor vehicle, the distance is fully claimable.
- (iv) The vehicle allowances payable per kilometre for work-related travel over the life of the agreement are set out in Part 2 of **Schedule 2C**.

(b) Travel to Distant Location

- (i) Employees will be compensated for excess travel to a distant location for work purposes (including for white chair examinations, special deliveries and collection of stores) in accordance with the Employer's Reimbursement of Expenses policy, as varied from time to time.
- (ii) Where an Employee is required to travel to a location that is distant from their nominated place of work, and such travel involves more than 30 minutes in excess of their normal travel from home to a nominated place of duty, and more than 30 minutes travel in excess of their normal travel from their nominated place of duty home, the Employee will be compensated for the excess travel time by:
 - (A) payment of overtime; or
 - (B) time off in lieu of overtime payment.

42. Uniforms and Protective Clothing

This clause does not apply to Dental Assistants employed by DHSV or Ballarat Health Service

- 42.1** Where an Employee is required to wear a uniform or any special clothing, the Employer will supply such uniform at no cost to the Employee and will replace it where necessary on a fair 'wear and tear' basis.
- 42.2** Uniforms and special clothing provided in accordance with subclause 42.1 will remain the property of the Employer.
- 42.3** Employees will be paid a uniform allowance in accordance with **Schedule 2C** and **Schedule 3C** for purchasing uniform and special clothing, where they are not provided by the Employer under subclause 42.1. The uniform allowance is payable for all absences on paid leave, other than absences on long service leave and sick leave beyond 21 days. Where, prior to the taking of leave, an Employee was paid a uniform allowance other than at the weekly rate, the rate payable is the average of the allowance paid during the four weeks immediately preceding the taking of leave.
- 42.4** Where Employees are responsible for laundering uniforms and special clothing, the Employer will pay the laundry allowances set out in the rates table in **Schedule 2C** and **Schedule 3C**. The Employee will be paid a laundry allowance per day or part thereof on duty, or an allowance per week, whichever is the lesser amount. The laundry allowance is not payable for absences of any kind.
- 42.5** The Employer will provide such gloves, masks, protective clothing and safety appliances as are required for an Employee to properly and safely perform their job function. Where the Employee is required to purchase such clothing and equipment, they will be reimbursed in full by the Employer.

43. Childcare Reimbursement

- 43.1** Where Employees are required by the Employer to work outside their ordinary rostered hours of work and where less than 24 hours' notice of the requirement to perform such overtime work has been given by the Employer, other than recall when rostered on-call, the Employee will be reimbursed for reasonable childcare expenses incurred.
- 43.2** Evidence of expenditure incurred by the Employee must be provided to the Employer as soon as practicable after the working of such overtime.

44. On Call / Recall

- 44.1** The Employer will pay an on call allowance to Employees who are required to be on call.
- 44.2** Where an Employee is recalled to duty during an off-duty period they will be paid a minimum of three hours at the appropriate rate.
- 44.3** **Recall – Health and Allied Services Employees and Dental Assistants**

The on call allowances in **Schedule 2C** will be paid to Health and Allied Services Employees and Dental Assistants as follows:

- (a) employees who are required to be on call, or who return to duty when off duty, will be paid an on call allowance in addition to any other amount payable, per twelve hours or part thereof.

When recall work is necessary, it should be so arranged that Health and Allied Services Employees and Dental Assistants have at least 10 hours off duty between successive shifts.

44.4 Recall – Managers and Administrative Workers

The on call allowances in **Schedule 3C** will be paid to Managers and Administrative workers as follows:

- (a) the 'On Call Allowance – Monday to Friday' will be paid in respect of any 24-hour period or part thereof during which an Employee is on call during the period commencing from the time of finishing ordinary duty on Monday through until the termination of ordinary duty on Friday; and
- (b) the 'On Call Allowance – Public Holidays and All other Times' will be paid in respect of any other 24-hour period, or part thereof, or any public holiday, or part thereof, where the Employee is on call.

When recall work is necessary, it should be so arranged that Managers and Administrative workers have at least 8 hours off duty between midnight and the commencement of the next period of ordinary duty.

44.5 Breaks between periods of work

- (a) An Employee who works so much overtime between the termination of their previous rostered shift and the commencement of their next rostered shift, that they would not have a 10-hour break will be released after completion of such recall worked until they have had a 10-hour break. The Employee will not suffer any loss of pay for rostered ordinary hours occurring during such absence.
- (b) If, on the instructions of the Employer, an Employee resumes or continues work without having had a 10-hour break they will be paid at the rate of 200% (based on 1/38th of the weekly salary set out in **Schedule 2B** and **Schedule 3B**) until they are released from duty for such rest period. The Employee will then be entitled to be absent until they have had a 10-hour break. The Employee will not suffer any loss of pay for rostered ordinary hours occurring during such absence.

44.6 Recall – Telephone Allowance

Managers and Administrative Workers only

Notwithstanding clause 44.2, where recall to duty can be managed without a Manager or Administrative Worker 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.

44.7 Recall – Transport Allowance

Health & Allied Services Employees and Dental Assistants only

Where a Health & Allied Services Employee or Dental Assistant finishes a period of overtime at a time when reasonable means of transport are not available for them to return to their place of residence, the Employer will provide adequate transport free of charge.

45. Shiftwork

45.1 Employees who perform shift work will be entitled to payment of the shift allowances applying to their classification under the following provisions of this clause.

45.2 Morning and Afternoon Shift Allowances

(a) An Employee not employed by Royal Women's Hospital or Royal Children's Hospital whose rostered hours of ordinary duty:

- (i) commence between 5:00am and 6:30am, or
- (ii) finish between 6:00pm and before midnight

will be paid the applicable shift allowance set out in **Part 1** or **Part 2** of **Schedule 2C** or **Part 1** of **Schedule 3C** (as applicable) per rostered period of duty, unless the Employee is entitled to Night Shift Allowance or Permanent Night Shift Allowance.

(b) An Employee employed by Royal Women's Hospital or Royal Children's Hospital whose rostered hours of ordinary duty

- (i) commence between 5:00am and 6:30am, or
- (ii) finish between 8:00pm and before midnight

will be paid the applicable shift allowance set out in **Part 2** of **Schedule 3C** unless the Employee is entitled to Night Shift Allowance or Permanent Night Shift Allowance.

45.3 Night Shift Allowance

(a) An Employee whose rostered hours of ordinary duty:

- (i) commence after midnight and before 5.00am, or
- (ii) finish on the day after commencing duty

will be paid the applicable Night Shift Allowance set out in **Part 1** or **Part 2** of **Schedule 2C** or **Part 1** or **Part 2** of **Schedule 3C** (as applicable) for each such period of duty, unless the Employee is entitled to Permanent Night Shift Allowance.

45.4 Permanent Night Shift Allowance

(a) An Employee who permanently works rostered hours of ordinary duty:

- (i) commence after midnight and before 5.00am, or
- (ii) that finish on the day after commencing duty

will be paid the applicable Permanent Night Shift allowance set out in **Part 1** or **Part 2** of **Schedule 2C** or **Part 1** or **Part 2** of **Schedule 3C** (as applicable) for each such period of duty.

(b) *Permanently works* means that all rostered hours of ordinary duty performed by the Employee attracted the Night Shift Allowance for more than four consecutive weeks.

45.5 Change of Shift Allowance

(a) The change of shift allowance set out in **Part 1** or **Part 2** of **Schedule 2C** or **Part 1** or **Part 2** of **Schedule 3C** (as applicable) is payable to Employees on the occasion of each change in the following circumstances (in addition to any amount payable under the preceding provisions of this clause):

- (i) where an Employee's roster is fixed in advance by the Employer; and
- (ii) the Employee 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.

(b) Exceptions

The change of shift allowance is not payable where:

- (i) the Employer agrees to a request in writing made on behalf of one or more Employees for changes in shifts; or
- (ii) a single Employee holds two contemporaneous different contracted positions with the same employer and moving between those positions results in a change of shift pattern which would ordinarily invoke a change of shift allowance payment;
- (iii) an Employee chooses and works additional shifts from a supplementary roster, that displays vacant shifts and Employees can nominate to work those shifts. The supplementary roster would also provide a stand-by facility, where Employees wishing to work extra shifts can nominate the days/shifts that they wish to work, should such vacancies in the normal roster occur;
- (iv) the absence of four or more weeks of continuous approved leave intervenes between the relevant shifts;

- (v) one or more Employees swap shifts between themselves on an ad hoc basis, and the swap(s) is approved by the Employer in writing.

Health & Allied Services and Dental Assistants only

- (c) Where a department has established a self-rostering system, and an Employee chooses their own shifts from a genuine choice of shifts, the Employee will receive a fixed payment of two change of shift allowances per pay period (fortnight) and subclause 45.5(a) will not apply. This clause does not apply where an Employee chooses their own shifts from a genuine choice of shifts and the shifts chosen by the Employee do not involve a change of shift as defined by subclause 45.5(a).
- (d) An Employee employed in the public sector as of 11 June 2002, who receives change of shift allowances per pay period (fortnight) on the basis of an historical agreement that exceeds the entitlement arising from these provisions, such Employee will be maintained at that entitlement for the duration of this agreement.
- (e) Where an Employer and the majority of Employees in a department genuinely desire an alternative system to the above, the Employer is to contact the HWU and any agreement reached will be determined in accordance with the facilitative provisions of this Agreement.

PART F – HOURS OF WORK AND RELATED MATTERS

46. Minimum Engagement

- 46.1** Each Employee will be paid a minimum of three (3) hours, with the exception of Employees:
- (a) eligible for payment of overtime in accordance with clause 25 of Section 2 (Overtime); and,
 - (b) working a period of make up time in accordance with clause 27 of Section 2 (Make Up Time); and,
 - (c) working a period of telephone recall in accordance with clause 44.6 of Section 1 (Recall – Telephone Allowance) and;
 - (d) eligible for payment of overtime in accordance clause 10 of Section 3 (Overtime).

- 46.2** No Employee will be paid less than the minimum hours of engagement.

47. Accrued Days Off

- 47.1 Entitlement to Accrued Days Off**

- (a) Where the system of working provides for accrued days off, Employees will work an additional 0.4 hours per day, or 2 hours per week, to facilitate one accrued day off (**ADO**) after every 4 weeks of service.
- (b) An Employee may request, in writing to have their system of working reviewed by the Employer to determine whether the system of working provides for accrued days off.
- (c) An Employer will respond to the request, in writing, within 21 days of receipt.
- (d) If the Employee disputes the response of the Employer, the Employee may utilise clause 17 – Dispute Resolution.
- (e) The maximum ADOs will be 13 in any calendar year, provided that one (1) ADO will be taken in conjunction with a period of annual leave, for which no additional payment is to be made.

47.2 Taking of Accrued Days Off

- (a) accrued days off are to be taken as single days on a rostered basis (i.e. 1 ADO in each 28-day cycle), as agreed between the Employer and Employee;
- (b) provided that the Employer and Employee may mutually agree to defer a rostered ADO for a maximum of one month, but only in exceptional circumstances.

48. Rosters

This clause does not apply to Dental Assistants employed by DHSV or Ballarat Health Service.

- 48.1** A roster of at least 14 days’ duration will be posted at least 14 days before it comes into operation at each work location in a place where it may be readily seen by such Employees and the Secretary or other accredited representative of the HWU.
- 48.2** Rosters will set out the Employees’ daily ordinary hours of work, start times, finish times and meal intervals.
- 48.3** Subject to clause 48.4 below, seven days’ notice will be given of a change in roster, except in emergency situations.
- 48.4 Change of roster**
 - (a) Where the Employer requires an Employee, without seven days’ notice and outside the excepted circumstances in subclause 48.3 above, to perform ordinary duty at other times than those previously rostered, the Employee will be paid in accordance with the hours worked plus a daily change of roster allowance pursuant to Part 1 of **Schedule 2C** and **Schedule 3C** (as applicable).

- (b) Provided that a part-time Employee who agrees to work shift(s) in addition to those already rostered will not be entitled to the Change of Roster allowance for the additional shift(s) worked.
- 48.5** An Employee may apply in writing to the Employer to have their roster fixed by the provisions of subclause 48.6 below in lieu of clauses 48.1 to 48.4 above.
- 48.6** Rosters will be fixed by mutual agreement, subject to the provisions of the Agreement.
- 48.7** An Employee may repudiate a request made under clause 48.5 at any time, by giving written notice to the Employer. In such a case the roster of the Employee will be determined according to clauses 48.1 to 48.4 from the commencement of the next full roster period, being not less than five clear days after such repudiation is received in writing by the Employer.
- 48.8** Rosters will be drawn up so as to provide at least eight hours between successive periods of ordinary duty.

49. Daylight Saving

See also clause 25 of Section 2 and clause 10 of Section 3 (Overtime) and clause 47 (Accrued Days Off) of Section 1.

- 49.1** Despite the overtime provisions of this Agreement, if an Employee works on a shift during which time changes because of the introduction of, or cessation to, daylight saving, that Employee will be paid for the actual hours worked at the applicable ordinary time rate of pay (including any applicable shift allowances, allowances ordinarily payable in respect of the shift and special rates for Saturdays and Sundays).

Example:

An Employee is rostered to work a ten hour night shift from 9pm through to 7:30am (including a 30 minute meal break). During the course of this shift, the clock is wound forward one hour due to the commencement of daylight saving.

The Employee therefore works nine hours. The Employee is paid nine hours at the applicable ordinary time rate of pay (including any shift allowances, allowances ordinarily payable in respect of this shift and special rates for Saturdays and Sundays).

Example:

An Employee is rostered in a ten hour night shift from 9pm through to 7.30am (including a 30 minute meal break). During the course of this shift, the clock is wound back one hour due to the cessation of daylight saving.

The Employee therefore works 11 hours. The Employee is paid 11 hours at the ordinary time rate of pay (including any shift allowances, allowances

ordinarily payable in respect of this shift and special rates for Saturdays and Sundays). No overtime is paid for the additional hour worked.

- 49.2** For the purpose of calculating accrued days off, Employees who work on a shift during which time changes because of the introduction of, or cessation to, daylight saving, will be taken to have worked the standard hours for a night shift in accordance with the roster.

50. Meal Breaks

- 50.1** An Employee will not be required to work more than 5 hours continuously without a meal interval of not less than 30 minutes and not more than 60 minutes.
- 50.2** Meal breaks will not be regarded as time worked.
- 50.3** Employees who are called back to work from their rostered meal break will be granted a meal break of not less than 20 minutes during the remainder of their shift. Such meal break will be counted as time worked.
- 50.4 Night Duty**
- (a) Employees who are not relieved from night duty (and on-call) during the rostered meal break will be granted a meal break of not less than 20 minutes, to be commenced after completing three hours and not more than five hours of duty. Such meal break will be counted as time worked.
 - (b) The arrangement in subclause 50.4(a) may also be adopted in any case where there is mutual agreement between the Employer and Employee.

51. Rest Breaks

- 51.1** Employees will be entitled to a 10 minute rest break in each four hours worked, or part thereof being greater than one hour.
- 51.2** Rest breaks will be taken at a time suitable to the Employer and will be counted as time worked.

52. Reasonable Additional Hours

- 52.1** Subject to subclause 52.2, an Employer may require an Employee to work reasonable additional hours at the appropriate overtime rate as defined in clause 25 of Section 2 (Overtime) and clause 10 of Section 3 (Overtime) of the Agreement.
- 52.2** An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:

- (a) any risk to Employee health and safety arising from the additional hours;
 - (b) the Employee's personal circumstances, including family responsibilities;
 - (c) the needs of the workplace or enterprise in which the Employee is employed;
 - (d) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours
 - (e) the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it;
 - (f) the usual patterns of work in the industry, or the part of the industry, in which the Employee works;
 - (g) the nature of the Employee's role, and the Employee's level of responsibility;
 - (h) whether the additional hours are in accordance with an averaging arrangement agreed to by the Employer and Employee under clause 22 of Section 2 and clause 7 of Section 3 (Hours of Work); and
- any other relevant matter.

PART G – LEAVE AND PUBLIC HOLIDAYS

53. Annual Leave

53.1 Basic entitlement

- (a) An Employee (other than a casual Employee) is entitled to five weeks annual leave for each year of service with the Employer.
- (b) Part-time Employees will be entitled to annual leave on a pro rata basis.
- (c) An Employee's annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accrues from year to year.

53.2 Shiftworker Definition for NES Purposes

For the purposes of the NES a shiftworker is an Employee who is regularly rostered to work Sundays and public holidays.

53.3 Weekend Worker Definition

For the purposes of this clause, weekend worker means any Employee who in any one year of employment works a portion of his or her ordinary hours on a weekend.

53.4 Additional Week's Annual Leave

- (a) An Employee who is a weekend worker who works for more than four ordinary hours on 10 or more weekends is entitled to an additional week's annual leave on the same terms and conditions.
- (b) Where an Employee who is weekend worker does not meet the 10 weekend threshold in clause 53.4(a), they will accrue additional annual leave at the rate of one tenth of a week for each weekend worked, up to a maximum of one week in a year.
- (c) The provisions of this clause have the same effect and give an Employee an entitlement to annual leave that is the same as the entitlement of the Employee under the NES relating to shiftworkers under section 87(1)(b)(ii) of the Act.
- (d) An Employee's entitlement to annual leave under this clause operates in parallel with the Employee's NES entitlement, but not so as to give the Employee a double benefit.
- (e) A weekend worker whose employment is terminated at the end of a period of employment which is less than one year computed from the date of commencement of the employment, or the date upon which the Employee last became entitled to annual leave from the Employer, will be paid in addition to any other amounts due to the Employee, an amount equal to 1/48th of his or her ordinary pay in respect of that period of employment.

53.5 Taking of annual leave

- (a) Annual leave will be taken at a time or times as agreed between the Employer and Employee. Where an Employee requests a period of annual leave, agreement will not be unreasonably withheld by the Employer.
- (b) Where a public holiday occurs during a period when an Employee is on annual leave, the Employee is taken not to be on annual leave on that public holiday.
- (c) If the period during which an Employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave), or a period of absence from employment in accordance with clauses 62, 63, and 64, and the Employee is taken not to be on paid annual leave for the period of that other leave or absence.
- (d) The amount of annual leave loading or penalties paid to an Employee in accordance with subclause 53.7 in respect of a period of annual leave that is subsequently converted to another type of leave will be deducted from any future entitlement under subclause 53.1 or payment upon termination of employment, where applicable.
- (e) The Employer and an Employee may agree to defer the payment of annual leave loading in respect of single day annual leave absences until at least five annual leave days are taken by the Employee.

- (f) No Manager or Administrative Worker will be recalled from annual leave, other than by mutual agreement between the Employer and Manager or Administrative Worker. The Employer will reimburse the Manager or Administrative Worker for any expenses incurred by the Manager or Administrative Worker as a result of a return to duty from a period of annual leave. Unsatisfied leave arising from a recall to duty will be fulfilled as soon as possible thereafter, by agreement between the Employer and Manager or Administrative Worker.

53.6 Payment for annual leave

- (a) If an Employee takes a period of paid annual leave, the Employer must pay the Employee their ordinary pay for the period of leave so taken.
- (b) **Ordinary pay**, for the purposes of this clause, means remuneration for the Employee's weekly number of hours during the period of leave taken, calculated at the ordinary time rate of pay pursuant to **Schedule 2B** or **Schedule 3B**.
- (c) If, when the employment of an Employee ends, the Employee has an accrued annual leave entitlement, the Employer must pay the Employee the amount that would have been payable to the Employee had they taken the period of accrued annual leave.
- (d) The Employer will pay each Manager or Administrative Worker in advance before the commencement of a period of annual leave, his or her ordinary pay for the leave period.
- (e) Notwithstanding subclause 53.6(d) above, Managers or Administrative Workers employed by Royal Women's Hospital or Royal Children's Hospital will be required to give four weeks written notice of a request for payment in advance. Such payment will only be made by the Employer where the period of annual leave exceeds two weeks in aggregate.

53.7 Annual Leave Loading

Health and Allied Services Employees

- (a) In addition to the ordinary pay as described in subclause 53.6, Health and Allied Services Employees (other than Dental Assistants employed by DHSV or Ballarat Health Service) will receive either:
 - (i) over Agreement payments for ordinary hours of work (where applicable);

- (ii) shift work allowances as set out in Section 1, subclauses 45.1 to 45.4, according to the roster or projected roster (where applicable);
 - (iii) Weekend Work loadings as set out in Section 2, clause 25, according to the roster or projected roster (where applicable); and
 - (iv) in-charge allowances (where applicable); or
 - (v) annual leave loading equal to 17.5% of his or her wage, for his or her normal weekly hours, calculated at the ordinary time rate of pay, whichever is the higher.
- (b) Dental Assistants employed by DHSV or Ballarat Health Service are not eligible for payment of annual leave loading in addition to the ordinary pay as described in subclause 53.7 as the rates of pay for Dental Assistants employed by DHSV or Ballarat Health Service are inclusive of annual leave loading.

Manager and Administrative Workers

- (c) In addition to the ordinary pay as described in subclause 53.6, Manager and Administrative Workers not employed by Royal Women’s Hospital or Royal Children’s Hospital will receive either:
- (i) Shift work allowances as set out in Section 1, subclauses 45.1 to 45.4 according to the roster or projected roster;
 - (ii) Weekend Work loadings as set out in Section 3, clause 9 according to the roster or projected roster; or
 - (iii) annual leave loading equal to 17.5% of his or her wage, for his or her normal weekly hours, calculated at the ordinary time rate of pay, whichever is the higher.
- (d) Provided that the maximum annual leave loading payable under this clause will be no greater than 17.5% of the weekly rate specified in the table below in respect of the five week period, or proportionate amount in respect of a lesser period or periods:

Weekly Rate of Pay	Effective Date (FFPPOA)
\$1,973.19	1 July 2021
\$2,012.65	1 July 2022
\$2,052.91	1 July 2023
\$2,093.97	1 July 2024

- (e) In addition to the ordinary pay as described in subclause 53.6, Manager and Administrative Workers employed by Royal Women's Hospital or Royal Children's Hospital will receive:
 - (i) an amount of 17.5% loading on 4 weeks ordinary pay; or
 - (ii) in the case of a shift worker, a payment in accordance with the following formula: penalties paid during the period of accrual, divided by the hours of work during the same period, multiplied by 52.
- (f) The amount in respect of subclause 53.7(e) above will be paid on the Employee's anniversary date.

53.8 Annual leave in advance

- (a) Annual leave may be taken in advance, by mutual agreement between the Employer and Employee.
- (b) Where annual leave is taken in advance, a further period of annual leave will not commence to accrue until after the expiration of the twelve months (or a lesser period where necessary to align to the NES) in which annual leave had been taken before it accrued.
- (c) Where annual leave has been taken in advance by an Employee and:
 - (i) the employment of the Employee is terminated before he or she has completed the year of employment in respect of which such annual leave has been taken; and
 - (ii) the sum paid by the Employer to the Employee as ordinary pay for the annual leave so taken exceeds the sum that the Employer is required to pay to the Employee under subclauses 53.6 and 53.7 then

the Employer will not be liable to make any payment to the Employee under subclause 53.6 or 53.7 and will be entitled to deduct the amount of such excess from any remuneration payable to the Employee upon termination of employment.

53.9 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under this subclause.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement.
- (c) An Employer and an Employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the Employee.
- (d) The agreement under this subclause must:

- (i) state the amount of leave to be cashed out and the payment to be made to the employee for it;
 - (ii) state date on which the payment is to be made; and
 - (iii) be signed by the Employer and Employee and, if the Employee is under 18 years of age, by the Employee's parent or guardian.
- (e) The payment must not be less than the amount that would have been payable had the Employee taken the leave at the time the payment is made.
 - (f) An agreement under this subclause must not result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
 - (g) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
 - (h) The Employer must keep a copy of any agreement under this subclause as an employee record.

53.10 Christmas/New Year Closure – DHSV

This clause only applies to Dental Assistants employed by DHSV.

Where the Employer closes one or more of its operations over the Christmas/New Year period and provided not less than 4 weeks' notice in writing to affected Employees, such Employees will be afforded the option of utilising Annual Leave, Time in Lieu, Accrued Days Off for the period of closure or, in the event of insufficient credits, leave without pay.

54. Purchased Leave

- 54.1** Full-time Employees may purchase additional annual leave, with the agreement of the Employer.
- 54.2** The amount of additional leave that may be purchased varies according to the classification of the Employee as follows:
 - (a) **Employees other than Dental Assistants employed by DHSV or Ballarat Health Service**
 - (i) Full-time Employees may purchase up to 4 weeks additional leave per year and, with the agreement of the Employer, work between 48 and 51 weeks per year. Approval rests with the Employer, who may legitimately take into account operational needs and work requirements. Agreement will not be unreasonably withheld.
 - (ii) Where the Employer and Employee agree to a reduction in the number of working weeks, the Employee will receive additional leave as follows:

Period worked	Additional weeks' leave	Total weeks' leave
48/52 weeks	4 weeks	8 weeks
49/52 weeks	3 weeks	7 weeks
50/52 weeks	2 weeks	6 weeks
51/52 weeks	1 weeks	5 weeks

(b) **Dental Assistants Employed by DHSV or Ballarat Health Service:**

- (i) Full-time Employees may purchase up to 8 weeks additional leave per year and, with the agreement of the Employer, work between 44 and 51 weeks per year.
- (ii) Where the Employer and Employee agree to a reduction in the number of working weeks, the Employee will receive additional leave as follows:

Period worked	Additional weeks' leave	Total weeks' leave
44/52 weeks	8 weeks	12 weeks
45/52 weeks	7 weeks	11 weeks
46/52 weeks	6 weeks	10 weeks
47/52 weeks	5 weeks	9 weeks
48/52 weeks	4 weeks	8 weeks
49/52 weeks	3 weeks	7 weeks
50/52 weeks	2 weeks	6 weeks
51/52 weeks	1 weeks	5 weeks

- 54.3** Where an Employee applies for additional leave pursuant to this clause the Employer will respond to such application within four (4) weeks.
- 54.4** Where the Employer and Employee agree to a reduction in the number of working weeks, the Employee will receive a salary equal to the period worked, but spread over a 52 week period. Accrual of sick leave and long service leave will be unaffected by these arrangements.
- 54.5** The approval of purchased leave arrangements for individual Employees will be subject to annual application and approval by the Employer.

- 54.6** An Employee may revert to ordinary 52 week employment by giving the Employer no less than four weeks written notice.
- 54.7** Where an Employee so reverts to 52 week employment, appropriate pro-rata salary adjustments will be made.

55. Personal leave

This clause does not apply to casual Employees. The entitlements of casual Employees are set out in clause 23 (Casual Employment).

55.1 Amount of Paid Personal Leave

- (a) Paid personal leave accrues progressively during a year of service according to the Employee's ordinary hours of work (excluding overtime) and accumulates from year to year.
- (b) An Employee other than Dental Assistants employed by DHSV or Ballarat Health Service is entitled to the following amount of paid personal leave:
 - (i) 91 hours and 12 minutes or as provided by the NES (whichever is greater) in the first year of service;
 - (ii) 106 hours and 24 minutes or as provided by the NES (whichever is the greater) in each year in the second, third and fourth years of service;
 - (iii) 159.6 hours in the fifth and following years of service.
- (c) Dental Assistants employed by DHSV or Ballarat Health Service are entitled to 91 hours and 12 minutes of paid personal leave or as provided by the NES (whichever is greater) for each year of service

55.2 Access to Paid Personal Leave

- (a) Subject to the conditions set out in this clause, an Employee may take paid personal leave if the leave is taken:
 - (i) due to personal illness or injury (sick leave); or
 - (ii) to care for or support a member of the Employee's immediate family or household because of:
 - (A) a personal illness or injury affecting them; or
 - (B) an unexpected emergency affecting them (carer's leave).
- (b) In normal circumstances an Employee must not take carer's leave under this clause where another person has taken leave on the same occasion to care for the same person.

55.3 Sick leave

- (a) **General**

An Employee may take personal leave for the reasons described at subclause 55.2 above and 55.3(b) below.

(b) **Personal Leave to Attend Registered Health Practitioner Appointments**

- (i) Employees who are required to be absent from rostered ordinary shifts on account of attending a registered health practitioner for an appointment for:
 - (A) treatment
 - (B) rehabilitation
 - (C) diagnosis

Will be entitled to use accumulated personal/carer's leave for the duration of the appointment and reasonable travel time where the appointment cannot be reasonably obtained at a time that doesn't conflict with the Employee's rostered ordinary shifts, subject to the following requirements.

- (ii) Employees, when seeking to utilise accumulated personal/carers leave in accordance with this clause:
 - (A) must give reasonable notice to the Employer of their intent to take leave in accordance with this clause;
 - (B) must receive approval from the Employer prior to the appointment;
 - (C) must provide evidence that satisfies a reasonable purpose that the request is in accordance with this clause;
 - (D) will endeavour to arrange the appointment, where possible, at the start or end of their rostered shift.

(c) **Evidence requirements**

- (i) An Employee taking sick leave in accordance with subclause 55.2 will give the Employer evidence that would satisfy a reasonable person the Employee is absent due to personal illness or injury. Evidence that would satisfy a reasonable person that the Employee is absent due to personal illness or injury includes:
 - (A) a medical certificate from a registered health practitioner; or
 - (B) a Statutory Declaration signed by the Employee with respect to absences on three occasions in any one year not exceeding three consecutive working days each.

- (ii) Evidence requirements for sick leave taken in accordance with sub-clause 55.3(b) is dealt with at sub-clause 55.3(b)(ii)

(d) **Exception to evidence requirement – single day absences**

An Employee will not be entitled to this benefit if the Employee fails to notify the Employer pursuant to health service procedure of the single day absence as set out at subclause 55.3(e) below.

- (i) An Employee other than those listed at subclauses 55.3(d)(ii)-(iii):
 - (A) may be absent through personal illness or injury for one day without furnishing evidence on not more than three (3) occasions in any one year of service; and,
 - (B) where the Employees do not utilise the single day absences referred to in subclause 55.3(d)(i)((A)) for a period of five years, an additional 5 days' personal/carer's leave will be added to the Employee's accrued entitlement.
- (ii) Dental Assistants employed by DHSV or Ballarat Health Service may be absent through personal illness or injury for one day without furnishing evidence on not more than five (5) occasions in any one year of service
- (iii) Managers & Administrative Workers employed by the Royal Women's Hospital or Royal Children's Hospital may be absent through personal illness or injury on six (6) days in any one year of service (as either single days or as two days at a time) without having to provide evidence to the Employer.

(e) **Notice requirements**

- (i) An Employee should inform the Employer of their absence no less than 1.5 hours prior to the commencement of the rostered shift or as soon as reasonably practicable to allow the Employer to take necessary steps to assess the impact the absence has on service delivery, patient care and workload.
- (ii) The notice must advise the Employer of the period, or expected period, of the leave.
- (iii) The Employer will inform Employees of the procedure for notification by Employees of their inability to attend work due to illness or injury. All such notifications will be registered, detailing the time and name of the Employee.

55.4 Carer's leave

(a) **Evidence requirements**

- (i) The Employee must, if required by the Employer, establish by production of a statutory declaration or other evidence that would satisfy a reasonable person, that a member of the Employee's immediate family or household has either:
 - (A) an illness or injury; or
 - (B) an unexpected emergency,
 - (ii) that requires their care or support. In the case of an unexpected emergency, the Employee will identify the nature of the emergency. An 'unexpected emergency' includes providing care or support to a member experiencing family violence.
- (b) **Notice requirements**
- (i) The Employee must, where practicable, give the Employer notice of the intention to take leave prior to the absence, that includes:
 - (A) the name of the person requiring care or support and their relationship to the Employee;
 - (B) the reasons for taking such leave; and
 - (C) the estimated length of absence.
 - (ii) If it is not practicable for the Employee to give prior notice of absence, the Employee must notify the Employer of the absence by telephone at the first opportunity on the day of absence.
- (c) **Unpaid leave where accruals exhausted**
- (i) Where an Employee has exhausted all paid personal/carer's leave entitlements, the Employee is entitled to take unpaid carer's leave to provide care and support in the circumstances outlined in subclause 55.4(a) and where they continue to meet the notice requirements at subclause 55.4(b).
 - (ii) 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.

55.5 Personal Leave on a Public Holiday

See also clause 69 (Public Holidays)

- (a) If the period during which an Employee takes paid personal 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 leave on that public holiday.

55.6 Portability of Personal Leave

- (a) Where an Employee terminates their employment at a:
 - (i) Employer covered by this Agreement or;
 - (ii) a community health centre registered pursuant to the Health Services Act 1988 (or the former Hospitals and Charities Act 1958)

and commences employment with an Employer covered by this Agreement within the allowable period of absence, accumulated personal leave up to a maximum of 1,976 hours at the date of such termination will be credited to the Employee at their new employment as accumulated personal leave.

- (b) An Employee must produce a written statement from their previous employer specifying the amount of accumulated personal leave at the time of termination, as soon as reasonably practicable following termination, however, an Employer cannot rely on an Employee's delay in providing a written statement in refusing to grant portability of Personal Leave in accordance with this clause.
- (c) Where an Employee remains engaged on casual bank/or as a casual Employee with their previous employer, the Employee must provide evidence that their previous employer has removed any and all personal leave accrual prior to the new employer providing a benefit under this clause.
- (d) Provided further that where any Employee for the sole purpose of undertaking a course of study related to their employment, is, with the written approval of the Employer, absent without pay for up to but not exceeding 52 weeks, such absence will not be deemed to have broken continuity of service but will not be counted as service for the purpose of establishing entitlement to personal leave portability.
- (e) For the purpose of this subclause, the ***allowable period of absence*** means in respect of any period of absence from employment between engagement with one Employer and another or re-engagement with the same Employer that does not exceed five weeks in addition to the total period of annual leave, long service leave and or personal leave which the Employee actually receives on termination or for which he or she is paid in lieu.

55.7 Personal Leave and additional shifts above ordinary hours

- (a) No payment of personal leave will be made to an Employee where the shift or hours not worked due to illness or injury are in addition to an Employee's ordinary hours of work.
- (b) For the avoidance of doubt, this provision operates in relation to additional shifts or hours an Employee has been requested to work above their ordinary hours but subsequently cannot work those hours due to illness or injury.

55.8 Casual Employment – Caring Responsibilities

- (a) Subject to the evidentiary and notice requirements that apply to Carer's Leave under clause 55.4, a casual Employee is entitled to be unavailable to attend work, or to leave work, if they need to provide care or support to a member of the Employee's immediate family or household because of:
 - (i) a personal illness, or personal injury, affecting them; or
 - (ii) an unexpected emergency affecting them; or
 - (iii) the birth of a child.
- (b) The Employer and the Employee will agree on the period for which the Employee will be entitled to be unavailable to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to two days per occasion, which may be taken as a single continuous period of up to two days or any separate periods to which the Employer and Employer agree.
- (c) The casual Employee is not entitled to any payment for the period of non-attendance.
- (d) An Employer must not fail to re-engage a casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of an Employer to engage or not to engage a casual Employee are otherwise not affected.

55.9 Planned Personal Leave

- (a) Where an Employee seeks to use accumulated personal/carer's leave for the purpose of a planned medical procedure, the Employee must give notice to the Employer as soon as reasonably practicable to allow the Employer to take necessary steps to assess the impact the absence has on service delivery, patient care and workload.
- (b) In addition, the Employer may request of the Employee additional information from the Employee's treating medical practitioner for the purpose of assisting the Employee in returning to their substantive duties and hours of work, including:
 - (i) the date of the medical procedure
 - (ii) the anticipated period of time that the Employee will be unfit for duty
 - (iii) any reasonable adjustments that the Employer can make to assist in the Employee's return to their substantive duties and hours of work.

56. Compassionate Leave

56.1 Entitlement

- (a) Compassionate leave may be available under this clause to an Employee if:
-

- (i) a member of the Employee’s immediate family or household:
 - (A) contracts or develops a personal illness or sustains a personal injury that poses a serious threat to their life; or
 - (B) dies;
 - (ii) a child is stillborn, where the child would have been a member of the Employee’s immediate family or household, if the child had been born alive; or
 - (iii) the Employee, or the Employee’s spouse or de facto partner, has a miscarriage,
 - (a “permissible occasion”).
- (b) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

56.2 Employees other than casual Employees

- (a) The provisions of this subclause apply to all Employees other than casual Employees. The entitlements of casual Employees are set out below.
- (b) An Employee is entitled to up to 2 ordinary days’ paid leave, on each permissible occasion.
- (c) An Employee may take compassionate leave for a particular permissible occasion as:
 - (i) a single continuous 2 day period;
 - (ii) 2 separate periods of one day each; or
 - (iii) any separate periods to which the Employee and Employer agree.
- (d) An Employee may take unpaid additional compassionate leave by agreement with the Employer.

56.3 Casual Employees

Subject to the evidence requirements described below, a casual Employee is entitled to 2 days unpaid compassionate leave on each permissible occasion. Unpaid compassion leave under this subclause may be taken as:

- (a) a single continuous period,
- (b) two separate periods of one day each, or
- (c) any separate periods to which the Employee and Employer agree.

56.4 Evidence – all Employees

Proof of the injury, illness or death must be provided that would satisfy a reasonable person, if requested.

57. Pre-Natal Leave

57.1 An Employee required to attend pre-natal appointments or parenting classes that are only available or can only be attended during the Employee's ordinary rostered shift may, subject to the provision of satisfactory evidence of attendance, access his or her personal leave credit.

57.2 The Employee must give the Employer prior notice of the Employee's intention to take such leave.

58. Pre-adoption leave

58.1 An Employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure.

58.2 The Employee and the Employer should agree on the length of the unpaid leave.

58.3 Where agreement cannot be reached the Employee is entitled to take up to two days unpaid leave.

58.4 Where paid leave is available to the Employee, the Employer may require the Employee to take such leave instead.

59. Parental Leave

This clause deals with parental leave, including paid parental leave. The issue of superannuation and parental leave (both paid and unpaid) is addressed at clause 31.7.

59.1 Structure of clause

This clause is structured as follows:

- (a) Definitions: subclause 59.2;
- (b) Long parental leave – unpaid: subclause 59.3;
- (c) Short parental leave – unpaid: subclause 59.4;
- (d) Paid parental leave: subclause 59.5;
- (e) Notice and evidence requirements: subclause 59.6;
- (f) Parental leave associated with the birth of a Child – additional provisions: subclause 59.7;
- (g) Unpaid pre-adoption leave: subclause 59.8;

- (h) Where placement does not proceed or continue: subclause 59.9;
- (i) Special maternity leave: subclause 59.10;
- (j) Variation of period of unpaid parental leave up to 12 months: subclause 59.11;
- (k) Right to request extension of period of unpaid parental leave beyond 12 months: subclause 59.12;
- (l) Parental leave and other entitlements: subclause 59.13;
- (m) Transfer to a safe job: subclause 59.14;
- (n) Returning to work after a period of parental leave: subclause 59.15;
- (o) Replacement Employees: subclause 59.16;
- (p) Communication during parental leave – organisational change: subclause 59.17; and
- (q) Keeping in touch days: subclause 59.18.

Other provisions associated with parental leave are also included in this Agreement. Specifically, **prenatal leave** at clause 57, **flexible working arrangements** which includes the right to request to return from parental leave on a part-time basis at clause 13, leave to attend interviews and examinations relevant to adoption leave (**preadoption leave**) at clause 58 and **breastfeeding** at clause 60.

59.2 Definitions

For the purposes of this clause:

- (a) **Child** means:
 - (i) in relation to birth-related leave, a child (or children from a multiple birth) of the Eligible Employee or the Eligible Employee's Spouse; or
 - (ii) in relation to adoption-related leave, a child (or children) under 16 (as at the day of placement or expected day of placement) who is placed or who is to be placed with the Eligible Employee for the purposes of adoption, other than a child or step-child of the Eligible Employee or of the Spouse of the Eligible Employee or a child who has previously lived continuously with the Eligible Employee for a period of six months or more (**Adopted Child**);
 - (iii) as the case requires, includes a Stillborn Child.
- (b) **Continuous Service** includes continuous service with one and the same Employer or continuous service with more than one Employer including Institutions or Statutory Bodies (as defined at subclause 61.1(b)), and includes any period of employment that would count as service under the Act.

- (c) **Eligible Casual Employee** means a casual Employee that has been employed by the Employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months and who has, but for the birth or expected birth of a Child or the decision to adopt a Child, a reasonable expectation of continuing engagement by the Employer on a regular and systematic basis.
- (d) **Eligible Employee** for the purposes of this clause 55 means an Employee who has at least six months' Continuous Service or an Eligible Casual Employee as defined above.
- (e) **Employee Couple** has the same meaning as under the Act.
- (f) **Flexible Long Parental Leave** means the 30 days' unpaid parental leave an Eligible Employee may take under subclause 59.3(g) as part of their 52 weeks' entitlement of Long Parental Leave.
- (g) **Long Parental Leave** means the 52 weeks' parental leave an Eligible Employee may take under subclause 59.3. A person taking Long Parental Leave under subclause 59.3(a)-59.3(e) is the Primary Carer for this period for the purpose of this clause.
- (h) **Notional Flexible Period** is the period during which the Eligible Employee would be on Flexible Long Parental Leave if the Eligible Employee took leave for all of the Eligible Employee's notified flexible days in a single continuous period.
- (i) **Primary Carer** means the person who has responsibility for the care of the Child. Only one person can be the Child's Primary Carer on a particular day.
- (j) **Short Parental Leave** means the up to eight weeks' concurrent parental leave an Eligible Employee who will not be the Primary Carer of a Child may take under subclause 59.4 (Short Parental Leave – Unpaid).
- (k) **Spouse** includes a person to whom the Eligible Employee is married and a de facto partner, former spouse or former de facto spouse of the Employee. A de facto Spouse means a person who lives with the Employee as husband, wife or same-sex partner on a bona fide domestic basis.
- (l) **Stillbirth** means the delivery of a Stillborn Child.
- (m) **Stillborn Child** means:
 - (i) a child who weighs at least 400 grams at delivery or whose period of gestation was at least 20 weeks; and
 - (ii) who has not breathed since delivery; and
 - (iii) whose heart has not beaten since delivery.

59.3 Long Parental Leave – Unpaid

- (a) An Eligible Employee is entitled to 12 months' unpaid Long Parental Leave if:
 - (i) the leave is associated with:
 - (A) the birth of a Child (including a Stillbirth) of the Eligible Employee or the Eligible Employee's Spouse; or
 - (B) the placement of a Child with the Eligible Employee for adoption; and
 - (ii) the Eligible Employee is the Primary Carer, or in the case of a Stillbirth, the Eligible Employee would have been the Primary Carer if the Child had been born alive.
- (b) Except as provided at subclause 59.3(g) (Flexible Long Parental Leave) and subclause 59.18 (Keeping in Touch Days), the Eligible Employee must take the leave in a single continuous period.
- (c) Where an Eligible Employee is a member of an Employee Couple, except as provided at subclauses 59.3(g) (Flexible Long Parental Leave) and 59.4 (Short Parental Leave – Unpaid), parental leave must be taken by only one parent of an Employee Couple at a time in a single continuous period.
- (d) Each member of an Employee Couple may take a separate period of up to 12 months of Long Parental Leave. The period of Long Parental Leave will be reduced by any period of Short Parental Leave taken by the Eligible Employee.
- (e) Subject to subclause 59.3(f), an Eligible Employee may be able to extend a period of unpaid parental leave in accordance with subclause 59.11 (Variation of period of unpaid parental leave (up to 12 months)).
- (f) An Eligible Employee's entitlement to Long Parental Leave (other than Flexible Long Parental Leave) will end on the first day that the Eligible Employee takes Flexible Long Parental Leave. This means that if an Eligible Employee intends on taking a period of continuous unpaid parental leave they must do so before they take any Flexible Long Parental Leave.
- (g) **Flexible Long Parental Leave**
 - (i) An Eligible Employee may take up to 30 days of their Long Parental Leave entitlement (**Flexible Long Parental Leave**) during the 24-month period starting on the date of birth (including a Stillbirth) or day of placement of the Child if the requirements of this sub-clause are satisfied in relation to the leave.

- (ii) The number of days of Flexible Long Parental Leave that the Eligible Employee takes must not be more than the number of flexible days notified to the Employer under sub-clause 59.6(e)(iii) (subject to any agreement under sub-clause 59.6(e)(iv)).
 - (iii) An Eligible Employee must take the Flexible Long Parental Leave as:
 - (A) a single continuous period of one or more days; or
 - (B) separate periods of one or more days each.
 - (iv) An Eligible Employee may take the Flexible Long Parental Leave whether or not they have taken unpaid Long Parental Leave under subclause 59.3(b).
 - (v) An Eligible Employee may take Flexible Long Parental Leave after taking one or more periods of unpaid Long Parental Leave under subclause 59.3(b) only if the total of those periods (disregarding any extension under sub-clause 59.11 or 59.12) is no longer than 12 months, less the employee's Notional Flexible Period, provided that the calculation is based on the assumption that:
 - (A) the Eligible Employee ordinarily works each day that is not a Saturday or Sunday; and
 - (B) there are no public holidays during the period.
 - (vi) A member of an Employee Couple (*the first employee*) may take Flexible Long Parental Leave on the same day as the other member of the Employee Couple (*the other employee*) is taking unpaid Long Parental Leave only if the total of all periods of unpaid parental leave the first employee takes at the same time as the other employee is no longer than 8 weeks.
- (h) Hospitalised children – agreement to not take unpaid Long Parental Leave
- (i) If:
 - (A) a Child is required to remain in hospital after the Child's birth, or is hospitalised immediately after the Child's birth, including because:
 - (1) the Child was born prematurely; or
 - (2) the Child developed a complication or contracted an illness during the child's period of gestation or at birth; or

(3) the Child developed a complication or contracted an illness following the Child's birth; and

(B) an Employee, whether before or after the birth of the Child, gives notice in accordance with subclause 59.6 of the taking of a period of unpaid parental leave (the **original leave period**) in relation to the Child,

then the Employee may agree with their Employer that the Employee will not take unpaid parental leave for a period (**the permitted work period**) while the Child remains in hospital.

- (ii) If the Employee and Employer so agree, then the following rules have effect:
- (A) the Employee is taken to not be taking unpaid parental leave during the permitted work period;
 - (B) the permitted work period does not break the continuity of the original leave period; and
 - (C) the Employee is taken to have advised the Employer, for the purposes of subclause 59.6(b), of an end date for the original leave period that is the date on which that period would end if it were extended by a period equal to the permitted work period.
- (iii) The permitted work period must start after the birth of the Child.
- (iv) The permitted work period ends at the earliest of the following:
- (A) the time agreed by the Employer and Employee;
 - (B) the end of the day of the Child's first discharge from hospital after birth; or
 - (C) if the Child dies before being discharged, the end of the day the Child dies.
- (v) Only one period may be agreed to under subclause 59.3(h)(i) for which the Employee will not take unpaid parental leave in relation to the Child.
- (vi) The Employee must, if required by the Employer, give the Employer evidence (including without limitation, a medical certificate) that would satisfy a reasonable person of either or both of the following:
- (A) that subclause 59.3(h)(i)(A) applies in relation to the child;

(B) that the Employee is fit for work.

59.4 Short Parental Leave – Unpaid

- (a) This clause applies to an Eligible Employee who is a member of an Employee Couple.
- (b) An Eligible Employee who will not be the Primary Carer of a Child may take up to eight weeks' leave concurrently with any parental leave taken by the parent who will be the Primary Carer. Short Parental Leave may be taken in separate periods but, unless the Employer agrees, each period must not be shorter than two weeks.
- (c) The period of Short Parental Leave will be deducted from the period of Long Parental Leave to which the Eligible Employee is entitled under subclause 59.3(if applicable).

59.5 Paid Parental Leave

- (a) An Eligible Employee commencing parental leave is entitled to paid parental leave on the following basis:
 - (i) until 31 March 2021:
 - (A) a Primary Carer taking Long Parental Leave will be entitled to 10 weeks' paid parental leave, provided that the Long Parental Leave is taken contemporaneously with the birth or placement of the Child (subject to clause 59.3(h), in which case the Employee taking Long Parental Leave may agree with the Employer that the Employee will not take Long Parental Leave during the permitted work period while the Child remains hospitalised); and
 - (B) a non-Primary Carer taking Short Parental Leave will be entitled to one week's paid parental leave;
 - (ii) from 1 April 2021 onwards:
 - (A) a Primary Carer taking Long Parental Leave will be entitled to 14 weeks' paid parental leave, provided that the Long Parental Leave is taken contemporaneously with the birth or placement of the Child (subject to clause 59.3(h), in which case the Employee taking Long Parental Leave may agree with the Employer that the Employee will not take Long Parental Leave during the permitted work period while the Child remains hospitalised); and
 - (B) a non-Primary Carer taking Short Parental Leave will be entitled to two weeks' paid parental leave,

save that an Eligible Employee is not entitled to both paid Long Parental Leave and paid Short Parental Leave in respect of the same birth or adoption event.

Paid parental leave is in addition to any relevant Commonwealth Government paid parental leave scheme (subject to the requirements of any applicable legislation)

- (b) The Employer and Eligible Employee may reach agreement as to how the paid parental leave under this Agreement is paid. For example, such leave may be paid in smaller amounts over a longer period, consecutively or concurrently with any relevant Commonwealth Government parental leave scheme (subject to the requirements of any applicable legislation) and may include a voluntary contribution to superannuation.
- (c) Such agreement must be in writing and signed by the parties. The Eligible Employee must nominate a preferred payment arrangement at least four weeks prior to the expected date of birth or date of placement of the Child. In the absence of agreement, such leave will be paid during the ordinary pay periods corresponding with the period of the leave.
- (d) Subject to clause 61.2(b)(ii) and 61.2(g) (in the case of long service leave), a variation to the payment of paid parental leave resulting in, for example, the paid leave being spread over more than 14 weeks does not affect the period of continuous service recognised. For example, an Employee taking 28 weeks at half pay will, for the purpose of calculating continuous service, have fourteen weeks of continuous service recognised. An Employee taking seven (7) weeks at double pay will have 14 weeks of continuous service recognised.
- (e) The paid parental leave prescribed by this clause will be concurrent with any relevant unpaid entitlement prescribed by the NES/this Agreement.

59.6 Notice and evidence requirements

- (a) Subject to clause 59.6(e) (Notice - Flexible Long Parental Leave), an Employee must give at least 10 weeks' written notice of the intention to take parental leave, including the proposed start and end dates. At this time, the Employee must also provide a statutory declaration stating:
 - (i) that the Employee will become either the Primary Carer or non-Primary Carer of the Child, as appropriate;
 - (ii) the particulars of any parental leave taken or proposed to be taken or applied for by the Employee's Spouse; and

- (iii) that for the period of parental leave the Employee will not engage in any conduct inconsistent with their contract of employment.
- (b) Subject to clause 59.6(e) (Notice - Flexible Long Parental Leave), at least four weeks before the intended commencement of parental leave, the Employee must confirm in writing the intended start and end dates of the parental leave, or advise the Employer of any changes to the notice provided in subclause 59.6(a), unless it is not practicable to do so.
- (c) The Employer may require the Employee to provide evidence which would satisfy a reasonable person of:
 - (i) in the case of birth-related leave:
 - (A) the date of birth, or expected date of both, of the Child (including without limitation, a medical certificate or certificate from a registered midwife, stating the date of birth or expected date of birth); and
 - (B) if relevant, that their Child was stillborn (including without limitation, a certification by a medical practitioner or registered midwife of the child as having been delivered); or
 - (ii) in the case of adoption-related leave, the commencement of the placement (or expected day of placement) of the Child and that the Child will be under 16 years of age as at the day of placement or expected day of placement.
- (d) An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by the birth of the Child or placement occurring earlier than the expected date or in other compelling circumstances. In these circumstances the notice and evidence requirements of this clause should be provided as soon as reasonably practicable.
- (e) **Notice requirements - Flexible Long Parental Leave**
 - (i) If an Employee wishes to take Flexible Long Parental Leave, the Employee must give notice to the Employer as follows:
 - (A) where the Employee also takes unpaid Long Parental Leave or Short Parental Leave under subclauses 59.3 or 59.4 (*the original leave*);
 - (1) at the same time as the Employee gives notice in accordance with subclause 59.6(a) in relation to the original leave, unless subclause 2) below applies; or

- (2) if the Employee takes more than one period of unpaid Short Parental Leave, at the same time as the Employee gives notice in accordance with subclause 59.6(a) in relation to the first of those periods of leave; or
 - (B) otherwise - at least 10 weeks before starting the Flexible Long Parental Leave.
- (ii) If the Employer agrees, the notice may be given at a later time than that specified in subclause 59.6(e)(i).
- (iii) The notice under subclause 59.6(e)(i) must specify the total number of days (**Flexible Days**) of Flexible Long Parental Leave that the Employee intends to take in relation to the Child.
- (iv) If the Employer agrees, the Employee may:
 - (A) reduce the number of flexible days, including by reducing the number of flexible days to zero; or
 - (B) increase the number of flexible days, but not so as to increase the number of flexible days above 30.
- (v) The Employee must give the Employer written notice of a flexible day on which the Employee will take Flexible Long Parental Leave:
 - (A) at least 4 weeks before that day; or
 - (B) if that is not practicable, as soon as practicable (which may be a time after the leave has started).
- (vi) If the Employer agrees, the Employee may change a day on which the Employee takes Flexible Long Parental Leave from a day specified in a notice under subsection 59.6(e)(v).

59.7 Parental leave associated with the birth of a Child – additional provisions

- (a) Subject to the limits on duration of parental leave set out in this Agreement and unless agreed otherwise between the Employer and Eligible Employee, an Eligible Employee who is pregnant may commence Long Parental Leave at any time up to six weeks immediately prior to the expected date of birth.
- (b) **Six weeks before the birth**
 - (i) Where a pregnant Eligible Employee continues to work during the six week period immediately prior to the expected date of birth, the Employer may require the Eligible Employee to provide a medical certificate stating that she is

fit for work and, if so, whether it is inadvisable for her to continue in her present position because of illness or risks arising out of the Eligible Employee's pregnancy or hazards connected with the position.

- (ii) Where a request is made under subclause 59.7(b)(i) and an Eligible Employee:
 - (A) does not provide the Employer with the requested certificate within seven days of the request; or
 - (B) within seven days after the request, the Eligible Employee gives the Employer a medical certificate stating that the Eligible Employee is not fit for work,
 - (C) the Employer may require the Eligible Employee to commence their parental leave as soon as practicable.
- (iii) Where a request is made under subclause 59.7(b)(i) and an Eligible Employee provides a medical certificate that states that the Eligible Employee is fit for work but it is inadvisable for the Eligible Employee to continue in her present position during a stated period, subclause 59.14 (Transfer to a safe job) will apply.

59.8 Unpaid pre-adoption leave

Employees' entitlement to pre-adoption leave is set out at clause 58 (Pre-adoption leave).

59.9 Where placement does not proceed or continue

- (a) Where the placement of the Child for adoption with an Eligible Employee does not proceed or continue, the Eligible Employee must notify the Employer immediately.
- (b) Where the Eligible Employee had, at the time, started a period of adoption-related leave in relation to the placement, the Eligible Employee's entitlement to adoption related leave is not affected, except where the Employer gives written notice under subclause 59.9(c).
- (c) The Employer may give the Eligible Employee written notice that, from a stated day no earlier than four weeks after the day the notice is given, any untaken long adoption-related leave is cancelled with effect from that day.
- (d) Where the Eligible Employee wishes to return to work due to a placement not proceeding or continuing, the Employer must nominate a time not exceeding four weeks from receipt of notification for the Eligible Employee's return to work.

59.10 Special maternity leave

(a) **Entitlement to unpaid special birth-related leave**

- (i) A female Eligible Employee is entitled to a period of unpaid special leave if she is not fit for work during that period because:
 - (A) she has a pregnancy-related illness; or
 - (B) all of the following apply:
 - 1) she has been pregnant; and
 - 2) the pregnancy ends after a period of gestation of at least 12 weeks otherwise than by the birth of a living Child or a Stillbirth.
- (ii) A female Eligible Employee who has an entitlement to personal leave may, in part or whole, take personal leave instead of unpaid special leave under this clause.
- (iii) Where the pregnancy ends more than 28 weeks from the expected date of birth of the Child, the Eligible Employee is entitled to access any paid and/or unpaid personal leave entitlements in accordance with the relevant personal leave provisions.

(b) **Entitlement to paid special birth-related leave**

- (i) A female Eligible Employee is entitled to a period of paid special leave if the pregnancy terminates at or after the completion of 20 weeks' gestation or the Eligible Employee gives birth but the baby subsequently dies.
- (ii) Paid special leave is paid leave not exceeding the amount of paid leave available to Primary Carers under subclause 59.5(a)(i)(A) or 59.5(a)(ii)(A) (plus superannuation).
- (iii) Paid special leave is in addition to any unpaid special leave taken under subclause 59.10(a)(i).
- (iv) Paid leave available to non-Primary Carers under subclause 59.5(a)(i)(B) or 59.5(a)(ii)(B) will also apply in these circumstances.

(c) **Evidence**

If an Eligible Employee takes leave under this clause the Employer may require the Eligible Employee to provide evidence that would satisfy a reasonable person of the matters referred to in subclause 59.10(a)(i) or 59.10(b)(i) or to provide a certificate from a registered medical practitioner. The Eligible Employee must give notice to the Employer as soon as practicable, advising the Employer of the period or the expected period of the leave under this provision.

59.11 Variation of period of unpaid parental leave (up to 12 months)

- (a) Where an Eligible Employee has:
 - (i) given notice of the taking of a period of Long Parental Leave under subclause 59.3; and
 - (ii) the length of this period of Long Parental Leave as notified to the Employer is less than the Eligible Employee's available entitlement to Long Parental Leave; and
 - (iii) commenced the period of Long Parental Leave; and
 - (iv) not taken a period of Flexible Long Parental Leave,

the Eligible Employee may extend the period of unpaid parental leave (up to the Eligible Employee's available entitlement to Long Parental Leave) by giving their Employer notice in writing of the extension and specifying the new end date for the leave. This one-off extension is to be notified as soon as possible but no less than four weeks before the end date of the original leave period. Nothing in this clause detracts from the basic entitlement in subclause 59.3 (Long Parental Leave – Unpaid) or subclause 59.12 (Right to request an extension of period of unpaid parental leave beyond 12 months).

- (b) If the Employer and Eligible Employee agree, the Eligible Employee may further extend, or reduce the period of parental leave.

59.12 Right to request an extension of period of unpaid parental leave beyond 12 months

- (a) An Eligible Employee entitled to Long Parental Leave pursuant to the provisions of subclause 59.3 may request the Employer to allow the Eligible Employee to extend the period of Long Parental Leave by a further continuous period of up to 12 months immediately following the end of the available parental leave.

- (b) **Request to be in writing**

The request must be in writing and must be given to the Employer at least four weeks before the end of the available parental leave period.

- (c) **Response to be in writing**

The Employer must give the Eligible Employee a written response to the request stating whether the Employer grants or refuses the request. The response must be given as soon as practicable, and not later than 21 days, after the request is made.

- (d) **Refusal only on reasonable business grounds**

The Employer may only refuse the request on reasonable business grounds.

(e) **Reasons for refusal to be specified**

If the Employer refuses the request, the written response must include details of the reasons for the refusal.

(f) **Reasonable opportunity to discuss**

The Employer must not refuse the request unless the Employer has given the Eligible Employee a reasonable opportunity to discuss the request.

(g) **Employee Couples**

Where a member of an Employee Couple is requesting an extension to a period of Long Parental Leave in relation to a Child:

- (i) the request must specify any amount of Long Parental Leave that the other member of the Employee Couple has taken, or will have taken in relation to the Child before the extension starts;
- (ii) if the other member of the Employee Couple has given notice of an intention to take Flexible Long Parental Leave (in accordance with subclause 59.6(e)), the request must specify the number of flexible days that will not have been taken when the period of extended leave commences;
- (iii) the period of extension cannot exceed 12 months, less any period of Long Parental Leave (other than Flexible Long Parental Leave) that the other member of the Employee Couple has taken, or will have taken, in relation to the Child before the extension starts, as well as a period equal to the other member's Notional Flexible Period (if subparagraph 59.12(g)(iii) applies above); and
- (iv) the amount of Long Parental Leave to which the other member of the Employee Couple is entitled under subclause 59.3 in relation to the Child is reduced by the period of the extension.

(h) **No extension beyond 24 months**

An Eligible Employee is not entitled to extend the period of Long Parental Leave beyond 24 months after the date of birth or day of placement of the Child.

59.13 Parental leave and other entitlements

An Eligible Employee may use any accrued annual leave or long service leave entitlements concurrently with Long Parental Leave, save that taking that leave does not have the effect of extending the period of Long Parental Leave.

59.14 Transfer to a safe job

- (a) Where an Employee is pregnant and provides evidence that would satisfy a reasonable person that she is fit for work but it is inadvisable for the Employee to continue in her present position for a stated period (the **risk period**) because of:

- (i) illness or risks arising out of the pregnancy, or
- (ii) hazards connected with the position,

the Employee must be transferred to an appropriate safe job if one is available for the risk period, with no other change to the Employee's terms and conditions of employment.

- (b) **Paid no safe job leave**

If:

- (i) subclause 59.14(a) applies to a pregnant Eligible Employee but there is no appropriate safe job available;
- (ii) the Eligible Employee is entitled to Long Parental Leave; and
- (iii) the Eligible Employee has complied with the notice of intended start and end dates of leave and evidence requirements under subclause 59.6 for taking Long Parental Leave,

then the Eligible Employee is entitled to paid no safe job leave for the risk period.

- (c) If the Eligible Employee takes paid no safe job leave for the risk period, the Employer must pay the Eligible Employee at the Eligible Employee's base rate of pay for the Eligible Employee's ordinary hours of work in the risk period.
- (d) This entitlement to paid no safe job leave is in addition to any other leave entitlement the Eligible Employee may have.
- (e) If an Eligible Employee, during the six week period before the expected date of birth, is on paid no safe job leave, the Employer may request that the Eligible Employee provide a medical certificate within seven (7) days stating whether the Eligible Employee is fit for work.
- (f) If, the Eligible Employee has either:
- (i) not complied with the request from the Employer under (e) above; or
 - (ii) provided a medical certificate stating that she is not fit for work,

then the Eligible Employee is not entitled to no safe job leave and the Employer may require the Eligible Employee to take parental leave as soon as practicable.

(g) **Unpaid no safe job leave**

If:

- (i) subclause 59.14(a) applies to a pregnant Employee but there is no appropriate safe job available;
- (ii) the Employee will not be entitled to Long Parental Leave as at the expected date of birth; and
- (iii) the Employee has given the Employer evidence that would satisfy a reasonable person of the pregnancy if required by the Employer (which may include a requirement to provide a medical certificate),
- (iv) the Employee is entitled to unpaid no safe job leave for the risk period.

59.15 Returning to work after a period of parental leave

- (a) An Eligible Employee must confirm to the Employer that the Eligible Employee will return to work as scheduled after a period of Long Parental Leave at least four weeks prior to the end of the leave, or where that is not practicable, as soon as practicable.
- (b) An Eligible Employee will be entitled to return:
 - (i) unless subclause 59.15(b)(ii) or subclause 59.15(b)(iii) applies, to the position which they held immediately before proceeding on parental leave;
 - (ii) if the Eligible Employee was promoted or voluntarily transferred to a new position (other than to a safe job pursuant to subclause 59.14), to the new position;
 - (iii) if subclause 59.15(b)(ii) does not apply, and the Eligible Employee began working part-time because of the pregnancy of the Eligible Employee, or their Spouse, to the position held immediately before starting to work part-time.
- (c) Subclause 59.15(b) is not to result in the Eligible Employee being returned to the safe job to which the Eligible Employee was transferred under subclause 59.14. In such circumstances, the Eligible Employee will be entitled to return to the position held immediately before the transfer.
- (d) Where the relevant former position (per subclauses 59.15(b) and 59.15(c) above) no longer exists, an Eligible Employee is entitled to return to an available position for which the Eligible Employee is

qualified and suited nearest in status and pay to that of their pre-parental leave position.

- (e) The Employer must not fail to re-engage an Eligible Employee because:
 - (i) the Eligible Employee or Eligible Employee's Spouse is pregnant; or
 - (ii) the Eligible Employee is or has been immediately absent on parental leave.
- (f) The rights of the Employer in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.
- (g) **Stillbirth or death of child – cancelling leave or returning to work**
 - (i) In the event of a Stillbirth, or if a Child dies during the 24-month period starting on the child's date of birth, then an Eligible Employee who is entitled to a period of unpaid parental leave in relation to the Child may:
 - (A) before the period of leave starts, give their Employer written notice cancelling the leave; or
 - (B) if the period of leave has started, give their Employer written notice that the Employee wishes to return to work on a specified day (which must be at least 4 weeks after the date on which the Employer receives the notice).
 - (ii) Where notice under subclause 59.15(g)(i) is given, the Employee's entitlement to Long Parental Leave in relation to the Child ends:
 - (A) if the action is taken under subclause 59.15(g)(i)(A), immediately after the cancellation of the leave; or
 - (B) if the action is taken under subclause 59.15(g)(i)(B), immediately before the specified day.
 - (iii) This subclause 59.15(g) does not limit subclause 59.11(b) (dealing with the Employee reducing the period of unpaid parental leave with the agreement of the Employer).
- (h) **Employee who ceases to have responsibility for care of Child**
 - (i) This subclause applies to an Employee who has taken unpaid Long Parental Leave in relation to a Child if the Employee ceases to have any responsibility for the care of the Child for a reason other than because:
 - (A) of a Stillbirth; or

- (B) the Child dies during the 24-month period starting on the child's date of birth.
- (ii) The Employer may give the Employee written notice requiring the Employee to return to work on a specified day.
- (iii) The specified day:
 - (A) must be at least 4 weeks after the notice is given to the Employee; and
 - (B) if the leave is birth-related leave taken by a female Employee who has given birth, must not be earlier than 6 weeks after the date of birth of the Child.
- (iv) The Employee's entitlement to Long Parental Leave in relation to the Child ends immediately before the specified day.

59.16 Replacement Employees

- (a) A replacement Employee is an Employee specifically engaged or temporarily promoted or transferred, as a result of an Eligible Employee proceeding on parental leave.
- (b) Before the Employer engages a replacement Employee, the Employer must inform that person of the temporary nature of the employment and of the rights of the Eligible Employee who is being replaced to return to their pre-parental leave position.

59.17 Communication during parental leave – organisational change

- (a) Where an Eligible Employee is on parental leave and the Employer proposes a change that will have a significant effect within the meaning of clause 16 (Consultation) of this Agreement on the Eligible Employee's pre-parental leave position, the Employer will comply with the requirements of clause 16 (Consultation) which include but are not limited to providing:
 - (i) information in accordance with subclause 16.4; and
 - (ii) an opportunity for discussions with the Eligible Employee and, where applicable, the Eligible Employee's representative in accordance with subclause 16.6.
- (b) The Eligible Employee will take reasonable steps to inform the Employer about any significant matter that arises whilst the Eligible Employee is taking parental leave that will affect the Eligible Employee's decision regarding the duration of parental leave to be taken, whether the Eligible Employee intends to return to work and whether the Eligible Employee intends to request to return to work on a part-time basis.

- (c) The Eligible Employee will also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with subclause 59.17.

59.18 Keeping in touch days

- (a) This clause does not prevent an Eligible Employee from performing work for the Employer on a keeping in touch day while the Eligible Employee is taking Long Parental Leave. If the Eligible Employee does so, the performance of that work does not break the continuity of the period of Long Parental Leave.
- (b) Any day or part of a day on which the Eligible Employee performs work for the Employer during the period of leave is a keeping in touch day if:
 - (i) the purpose of performing the work is to enable the Eligible Employee to keep in touch with their employment in order to facilitate a return to that employment after the end of the period of leave;
 - (ii) both the Eligible Employee and Employer consent to the Eligible Employee performing work for the Employer on that day; and
 - (iii) the day is not within:
 - (A) if the Eligible Employee suggested or requested that they perform work for the Employer on that day - 14 days after the date of birth, or day of placement, of the Child to which the period of leave relates; or
 - (B) otherwise - 42 days after the date of birth, or day of placement, of the Child; and
 - (iv) the Eligible Employee has not already performed work for the Employer or another entity on ten days during the period of leave that were keeping in touch days, subject to (d)(ii) below.
- (c) The Employer must not exert undue influence or undue pressure on an Eligible Employee to consent to a keeping in touch day.
- (d) For the purposes of subclause 59.18(b)(iv) the following will be treated as two separate periods of unpaid parental leave (meaning that an Eligible Employee can work up to ten keeping in touch days during each period of leave):
 - (i) a period of Long Parental Leave taken during the Eligible Employee's available parental leave period under subclause 59.3 (Long Parental Leave – Unpaid) and 59.11 (Variation of period of unpaid parental leave (up to 12 months)); and

- (ii) an extension of the period of Long Parental Leave under subclause 59.12 (Right to request an extension of period of unpaid parental leave beyond 12 months),
- (e) Subclause 59.18(a) does not apply in relation to the Eligible Employee on and after the first day on which the Employee takes flexible unpaid parental leave in relation to the Child.

60. Breastfeeding

60.1 Paid break

The Employer will provide reasonable paid break time for an Employee to express breast milk for her nursing child each time such Employee has need to express the milk, or breastfeed the child within the workplace, for one year after the child's birth.

60.2 Place to express or feed

The Employer will also provide a comfortable place, other than a bathroom, that is shielded from view and free from intrusion from co-workers and the public, which may be used by an Employee to express breast milk or breastfeed a child in privacy.

Appropriate refrigeration will be available in proximity to the area referred to in this subclause 60.2 for breast milk storage. Responsibility for labelling, storage and use lies with the Employee.

61. Long Service Leave

61.1 Part 1 - General

(a) Scope

This clause is split into 3 parts:

- (i) **Part 1** (Clause 61.1) explains the scope of this clause and includes defined terms used across each Part.
- (ii) **Part 2** (Clause 61.2) sets out the long service leave entitlement of Employees employed as a Group A Employee or Group B Employee (as defined below) at the time they take a period of long service leave or their employment ceases.
- (iii) **Part 3** (Clause 61.3) contains a series of common provisions that apply in respect of all Employees.

(b) Definitions

The following meanings shall apply to the terms referred to below for the purposes of this clause unless a contrary intention is apparent:

- (i) **Allowable period** of absence means five weeks in addition to the total period of paid annual, long service or personal leave which the Employee actually receives on termination or for which the Employee is paid in lieu.
- (ii) **Group A Employee** means, for the purpose of this clause 61, an Employee employed in one of the following roles or classifications:
 - (A) in Part 1 of **Schedule 2D**;
 - (B) in Part 1 of **Schedule 3D** in Grades 1A -10;
 - (C) in Part 2 of **Schedule 3D** in Grades 1A - 7; or
 - (D) as a Dental Assistant
- (iii) **Group B Employee** means, for the purpose of this clause 61, an Employee employed in Part 1 of **Schedule 3D** in Grade 11
- (iv) **Institution** means any Employer, hospital or benevolent home, community health centre, Society or Association:
 - (A) named in **Schedule 1** of this Agreement; or
 - (B) that was registered and subsidised pursuant to the Health Services Act 1988 (Vic) or the former Hospital and Charities Act 1958 (Vic); or
 - (C) the Cancer Institute constituted under the Cancer Act 1958 (Vic); or
 - (D) the Fairfield Hospital Board; or
 - (E) the Bush Nursing Association,
 - (F) and successors thereto.
- (v) **LSL Act** means the Long Service Leave Act 2018 (Vic).
- (vi) **Month** means a calendar month.
- (vii) **Pay** means remuneration for an employee's normal weekly hours of work calculated at the employee's ordinary time rate of pay provided in **Schedules 2B** or **3B** at the time the leave is taken or (if the Employee dies before the completion of leave so taken) as at the time of the Employee's death; and will include any allowances usually paid, and will also include the amount of any increase to the Employee's ordinary time rate of pay which occurred during the period of leave as from the date of such increase operates provided that where accommodation is made available to an Employee during his/her period of leave.

If an Employee does not have normal weekly hours of work, Pay is calculated in accordance with section 16 of the LSL Act.

- (viii) **Service** means employment with an Employer, Institution or Statutory Body.
- (ix) **Statutory Body** means the Hospital and Charities Commission of Victoria, the Health Commission of Victoria, the Department of Health and Human Services and the NMBA, and successors thereto.
- (x) **Transfer of business** occurs in the circumstances described at section 311 of the Act.

61.2 Part 2 - Long service leave for Group A and Group B Employees

(a) Application of Part 2

This part (clause 61.2) applies to Group A Employees and Group B Employees only.

(i) Entitlement

Subject to clause 61.2(c) Employees are entitled to:

- (A) six months' long service leave with Pay on completion of fifteen years of Continuous Service;
and
 - (B) thereafter an additional two months' long service leave with Pay on completion of each additional five years of Continuous Service.
- (ii) Subject to clause 61.2(c)(iii) below and 61.2(c)(iv), an entitlement under clause 61.2(a)(i) may be taken in advance on a pro rata basis if the Employee has accrued Continuous Service of at least:
- (A) 10 years as at the date on which this Agreement is approved by the Fair Work Commission; or
 - (B) from 1 July 2021, 9 years; or
 - (C) from 1 July 2022, 8 years; or
 - (D) from 1 July 2023, 7 years.

(b) Calculating Continuous Service

(i) Definitions:

- (A) **Continuous Service** means continuous Service with the same Employer plus any prior Service of six months or more with one or more Institutions or Statutory Bodies.

- (B) **Continuous Casual Employment** means, for the purpose of clause 61.2(b)(ii), a period or periods of casual Service that are taken to be continuous, because one of the following applies:
- i. the period starting at the end of a particular instance of employment and ending at the start of another particular instance of employment did not exceed either the allowable period of absence, or 12 weeks (whichever is greater); or
 - ii. the Employee had been employed by an Employer on a regular and systematic basis and the Employee had a reasonable expectation of being re-engaged by the same Employer; or
 - iii. the gap between engagements was due to the terms of engagement of the casual Employee; or
 - iv. the gap between engagements was caused by seasonal factors; or
 - v. the Employee and Employer agreed, before the start of an absence, to treat the employment as continuous despite the absence.

(ii) **Periods that count towards Continuous Service**

Service or prior Service as a Group A Employee or Group B Employee during the following periods will be deemed to be continuous and will count as Continuous Service for the purpose of subclause (61.2(a)(i)):

- (A) an absence from work on any form of paid leave (e.g. annual leave, personal leave, long service leave and paid parental leave);
- (B) any interruption or ending of employment by the Employer if made with the intention of avoiding obligations in respect of long service leave or annual leave;
- (C) any absence on account of illness or injury arising out of or in the course of the employment for a period during which an Employee is receiving accident pay (see clause 33);
- (D) any absence from employment on defence service in accordance with section 8 of the Defence Reserve Service (Protection) Act 2001 (Cth);

- (E) a period of absence on community service leave under the Act;
- (F) in the case of unpaid absences not otherwise referenced in this subclause, subject to clause 61.2(g):
 - i. any unpaid leave that is authorised in advance in writing by the Employer to count as service; or
 - ii. up to (but not including) 30 June 2020, any unpaid absence from work of not more than fourteen days in any year on account of illness or injury; or
 - iii. on and from 1 July 2020:
 - 1. any period of unpaid leave taken on account of illness or injury;
 - 2. a period of Parental Leave, including Parental Leave that is extended under clause 59; and
 - 3. the first 52 weeks of any other type of unpaid leave not specifically referenced in this subclause 61.2(b)(ii) and
 - iv. periods of Continuous Casual Employment with an Employer, Statutory Body or Institution, save that if long service leave was already taken or paid in lieu in respect of any such period, no further benefit to long service leave will arise in respect of that period.

(iii) **Periods that do not break Continuous Service, but do not count towards Continuous Service**

Unless otherwise agreed in writing in advance between the Employer and Employee, the following periods do not break Continuous Service but do not count towards an employee's Continuous Service for the purpose of calculating the employee's long service leave entitlement:

- (A) any authorised period of unpaid leave not referred to in sub-clause 61.2(b)(ii);
- (B) subject to the requirements of the Act, any interruption arising directly or indirectly from an industrial dispute;

- (C) any period between the engagement with one Institution or Statutory Body and another provided it is less than the allowable period of absence from employment;
- (D) the dismissal of an employee if the employee is re-employed by the same Employer within a period not exceeding two months from the date of such dismissal;
- (E) up to (but not including) the commencement date of this Agreement, any absence on account of injury arising out of or in the course of her/his employment not covered by a period in which an Employee is receiving accident make up pay or other paid leave;
- (F) any unpaid absence of not more than 24 months taken by a Group A Employee or Group B Employee for the sole purpose of undertaking a course of study related to nursing or midwifery where the written approval of the Employer is given; and
- (G) any absence from work of a Group A Employee or Group B Employee for a period not exceeding twelve months in respect of any pregnancy not covered by 61.2(b)(ii)(A) or (ii)(F).

(c) **Taking of leave**

(i) **When leave is to be taken**

Long service leave will be granted by the Employer within six months from the date of the entitlement arising under clause 61.2(a)(i) save that:

- (A) long service leave may be postponed to a mutually agreeable date;
- (B) if agreement cannot be reached:
 - i. for Group A Employees, the date will be determined by a member of the Fair Work Commission provided that such a determination will not require long service leave to commence before six months from the date of such determination; and
 - ii. for Group B Employees the date may be determined by the Employee save that the Employer may refuse the date nominated by an Employee on reasonable business grounds.

- (C) Employees of the Royal Women's Hospital or Royal Children's Hospital classified in a role described in **Schedule 3D** who:
 - i. become entitled to long service leave; and
 - ii. do not take such leave within two years,may otherwise be required to take an amount of leave to reduce their entitlement to no more than three (3) months, unless deferment of the leave has been approved in writing by the Employer; and
- (D) leave the subject of approval or grant under clause 61.2(c)(iii) shall be taken in accordance with the terms of the application or agreement.

(ii) **How leave is to be taken**

Long service leave may be taken in any number of periods of no less than one week (in the case of a Group A Employee) or one day (in the case of a Group B Employee) as agreed between the Employee and the Employer or as otherwise agreed as part of a transition to retirement.

(iii) **Long service leave in advance**

- (A) If an Employee has completed ten years' Continuous Service, an Employer may, by agreement with the Employee, grant long service leave in advance on a pro rata basis.
- (B) Supplementary to subclause 61.2(c)(iii)(A), and subject to subclause 61.2(c)(iii)(C):
 - i. if a Group A Employee requests to take long service leave on a pro rata basis under clause 61.2(c)(iii)(A), the Employer must grant the Employee's request to take long service leave as soon as practicable after receiving the request unless the Employer has reasonable business grounds for refusing the request; and/or
 - ii. for Group B Employees, an Employer may, by agreement with the Employee, grant long service leave in advance on a pro rata basis at any time.
- (C) If an Employee takes long service leave in advance and the Employee's employment ends before the entitlement to the leave would otherwise have accrued:

- iii. the Employer may, from whatever amount is payable to the Employee upon termination, deduct the amount paid to the Employee for the leave in respect of which the Employee was not entitled, if:
 1. in the case of a Group A Employee, the termination was for serious and wilful misconduct; or
 2. in the case of a Group B Employee, the Employee had accrued less than 7 years' Continuous Service with the Employer as at the termination date; and
 3. the relevant period of service will not count as a period in respect of which long service leave has already been taken (or paid in lieu) for the purpose of clause 61.2(b)(ii) above (Periods that count towards Continuous Service for Group A and Group B Employees).

(iv) **Flexible taking of leave**

An Employee may, subject to approval by the Employer, convert their long service leave entitlement in one of the following ways:

- (A) taking double the period of approved long service leave at half Pay; or
- (B) taking half of the leave accrued at double Pay for the period of approved leave.

Flexible taking of long service leave does not affect an Employee's period of continuous service recognised. For example, an employee taking 12 months of long service leave at half pay will, for the purpose of calculating continuous service, have six months of continuous service recognised.

(d) **Payment on termination of employment**

(i) **Interpretation**

For the purposes of this clause 61.2(d), termination of employment has its ordinary meaning, provided that:

- (A) it is taken to occur upon conversion from full-time or part-time employment to casual employment; and

- (B) it is not taken to occur at the cessation of each shift as a casual Employee.

(ii) **Basic entitlement at termination of employment**

Except where an election is made under clause 61.2(d)(iii) below, an Employee is entitled to payment in lieu of untaken long service leave upon termination of employment (calculated at one thirtieth of the period of Continuous Service) if, as at the termination date:

- (A) in the case of a Group A Employee:
 - i. the Employee has accrued at least fifteen years' Continuous Service with the Employer; or
the Employee has an entitlement to pro rata long service leave under clause 61.2(c)(iii) and was not terminated for serious and wilful misconduct; or
- (B) in the case of a Group B Employee, the Employee has accrued at least 7 years' Continuous Service with the Employer.

(iii) **Election for payment of entitlement or transfer of entitlement at termination**

- (A) This subclause applies to the following Employees:
 - i. Group A Employees who have an entitlement to be paid pro rata long service leave under clause 61.2(c)(iii) (who therefore have less than fifteen years' accrued Continuous Service with an Employer); and
 - ii. Group B Employees who have at least seven years' accrued Continuous Service with an Employer.
- (B) An Employee to whom subclause 61.2(d)(iii)(A) applies who intends to be re-employed by another Institution or Statutory Body, may:
 - i. request in writing that payment for accrued long service leave be deferred until after the Employee's allowable period of absence (as defined above) has expired; and
 - ii. where the Employee notifies the initial Employer in writing within the allowable period of absence that the Employee has been employed by such an employer, and the re-employment meets the criteria set out in in subclause 61.2(d)(iii)(D)

below, the initial Employer is no longer required to make payment to the Employee in respect of such service.

- (C) Where the notice referred to at 61.2(d)(iii)ii. is not provided prior to or within the allowable period of absence the Employer will, upon the expiration of the allowable period of absence, make payment in lieu of long service leave as per subclause 61.2(d)(ii).
- (D) For the purposes of this subclause, re-employment by another Institution or Statutory Body means employment other than as a Group C Employee.

(iv) **Payment in lieu of long service leave on the death of an Employee**

Where an Employee dies while still in the employ of the Employer, payment in lieu of long service leave will be made to the Employee's personal representative in accordance with clause 61.2(d)(ii) above.

(v) **No entitlement arising for periods of leave already taken**

For the removal of doubt, where an Employee makes an election under clause 61.2(d)(iii) such that their previous Service is recognised by the new Employer, the Employee's previous Employer is no longer liable to make any payment in lieu of that employee's service.

(e) **Public holidays and Accrued Days Off**

See also clause 69 (Public Holidays) and 47 (Accrued Days Off).

Long service leave is inclusive of any public holiday or ADO occurring during the period when leave is taken.

(f) **Proof of sufficient aggregate of service**

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

CERTIFICATE OF SERVICE

[Name of Institution] [date]

This is to certify that [Name of Employee] has been employed by this institution/society/board for a period of [years/months/etc.] from [date] to [date].

Specify hereunder full details of any additional service with a different Institution or Statutory Body that was recognised by [Name of Institution]:

.....
Specify hereunder full details of paid leave, unpaid leave or absences (including whether any such period constitutes Continuous Service), and periods represented by a payment made in lieu of leave or a transfer of leave upon termination of employment:
.....

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

Signed[Stamp of institution]

(g) **Transitional Arrangements for Parental Leave taken after 1 November 2018 and before the commencement date of this Agreement**

Note 1: Unpaid Parental Leave taken prior to 1 November 2018 does not count as Continuous Service unless otherwise agreed, per clause 61.2(b)(iii)(F).

Note 2: Unpaid Parental Leave taken after the commencement date of this Agreement will constitute Continuous Service, per clause 61.2(b)(iii)(F).

- (i) As an exception to clause 61.2(b)(iii)(F), an Employee who took a period of unpaid Parental Leave that included any part of the period between 1 November 2018 and the commencement date of this agreement (inclusive) may make an application to the Employer to have that service recognised for Long Service Leave purposes. The Employer will approve the application and provide to the Employee an updated Certificate of Service reflecting the adjusted service arrangements.
- (ii) An Employee electing to make an application under 61.2(g)(i) must make the application to the Employer no later than 6 months of the following (whichever occurs last):
 - (A) the date on which this Agreement commences; or
 - (B) the date on which the Employee returns to work after the qualifying period of unpaid Parental Leave.
- (iii) This clause 61.2(g) shall also apply to an Employee in respect of a former Employer if the Employee took a qualifying unpaid period of Parental Leave under this clause while employed by that former Employer.

(h) **Service before 30 December 1964**

Notwithstanding clause 61.2(b)(ii) for the purpose of determining the entitlement of an Employee classified:

- (i) in Part 1 of **Schedule 3D** in Grades 1 -10; or
- (ii) in Part 2 of **Schedule 3D** in Grades 1 - 7,

in respect of a period of employment beginning before 30 December 1964 and ending after the said date, the period of Service completed before 30 December 1964 will be reduced by one quarter.

61.3 Part 3 - Common conditions applicable to all Employees

(a) **Payment for period of leave**

- (i) Payment will be made in one of the following ways:
 - (A) in full advance when the Employee commences his/her leave;
 - (B) at the same time as payment would have been made if the Employee had remained on duty; or
 - (C) in any other way agreed between the Employer and the Employee.
- (ii) Where an Employee has been paid in advance, and an increase occurs in the ordinary time rate of pay during the period of long service leave taken, the Employee will be entitled to receive payment of the amount of any increase in pay at the completion of such leave.

(b) **Records**

The Employer will keep a long service leave record for each Employee, containing particulars of service, leave taken and payments made.

(c) **Transfer of business**

Where a Transfer of Business occurs, an Employee who worked with the old Employer and who continues in the service of the new Employer will be entitled to count their service with the old Employer as service with the new Employer for the purposes of this clause.

(d) **Concurrent Service**

- (i) Subject to subclause 61.3(d)(ii), concurrent service with two or more Employers remains separate and distinct.
- (ii) If a Group A or Group B Employee transfers from an Employer (the first Employer) to another employer (the new Employer) into an equivalent role, but retains concurrent employment with the first Employer as a casual Employee, then the Employee's service with the first Employer may

transfer to the new Employer (despite the Employee remaining employed with the first Employer), if:

- (A) the Employee does not have an entitlement to take long service leave under clause 61.2(a)(i);
 - (B) the Employee has not already taken or been paid in lieu of long service leave in respect of the relevant period; and
 - (C) either:
 - i. the Employee notifies the first Employer of the transfer in accordance with sub-clause 61.2(d)(iii) (Election for payment of entitlement or transfer of entitlement at termination); or
 - ii. the second Employer otherwise confirms in writing to the first Employer that the period of service has been so recognised (for the removal of doubt, if the second Employer determines to recognise the Employee's service with the first Employer, it must provide written notification of its determination to the first Employer).
- (iii) If an Award-entitled Employee's long service leave entitlement is transferred in accordance with subclause 61.3(d)(ii):
- (A) the first Employer will no longer be liable for the service, and the long service leave liability for the service as an Award-entitled Employee with the first Employer will transfer to the new Employer;
 - (B) any casual service that occurs with the first Employer after the transfer referred to in (61.3(d)(iii)(A)) above will be considered separate and distinct service on and from the date on which the Employee commenced employment with the new Employer, provided that:
 - i. the qualifying period required to accrue an entitlement to long service leave with the first Employer does not reset (that is, the Employee's prior service with the first Employer can be counted when calculating any future entitlement to long service leave with the first Employer);
 - ii. no benefit to long service leave will arise with the first Employer in respect of the prior period of employment with the first Employer; and

- iii. the Employee's prior service with the first Employer is disregarded when calculating the Employee's normal weekly hours with the first Employer (e.g. for the purpose of sections 16 and 17 of the LSL Act).
- (iv) If the Employee is not entitled to transfer their service from the first Employer to the new Employer, or does not take the steps required in sub-clause 61.2(d)(iii) within the allowable period of absence, the first Employer will make payment in lieu of long service leave for the Continuous Service with the first Employer in accordance with clause 61.2(d)(ii) (Basic entitlement at termination of employment).

Example 1:

A Group A Employee is employed at the same time by Employer 1, and Employer 2.

The Group A Employee accrues service towards long service leave at each of Employer 1 and Employer 2.

If the Employee had been employed by Employer 1 for 11 years and Employer 2 for 6 years, the Employee can take LSL from Employer 1, but would need to continue working at Employer 2 until sufficient Continuous Service had accrued.

If the Employee resigned from both Employer 1 and Employer 2, and went to work for Employer 3, the Employee could:

- (a) transfer the 6 years' service with Employer 2 to Employer 3; and
- (b) have the accrued LSL from the 11 years' service with Employer 1 paid out in lieu on termination.

Example 2:

A Group B Employee has worked for Employer 1 for 6 years. The Employee commences employment with Employer 2 as a full-time Employee. To take up this opportunity, the Employee ceases permanent employment with Employer 1.

However, the Employee commences a casual employment relationship with Employer 1 within 12 weeks after resigning from their permanent position with Employer 1.

The Employee:

- (a) could transfer the 6 years' service with Employer 1 to Employer 2, and would be eligible to take LSL with Employer 2 once sufficient Continuous Service had accrued (taking into account the transferred service); and
- (b) could also take LSL on a pro rata basis with Employer 1 after sufficient Continuous Service had accrued, save that no entitlement would arise in respect of the prior 6 years' service that had been transferred to Employer 2.

(e) **Savings**

- (i) Clauses 61.2(d)(iii), 61.2(d)(v), 61.2(e), 61.2(g)(ii) and 61.3(d)(ii) shall not apply to a Group B Employee, unless the Industrial Division of the Magistrates Court provides an opinion that determines generally the rights of applicable Employees under this Agreement under sub-section 23(2) of the LSL Act that the long service leave entitlements provided by this Agreement are more favourable than those provided by the LSL Act.
- (ii) The Unions and VHIA must make an application to the Magistrates Court under section 24 of the LSL Act for an opinion referred to in section 61.3(e)(i) as soon as reasonably practicable after the Agreement has been approved by the Fair Work Commission.
- (iii) No Employee shall otherwise suffer any detriment as a result of the operation of this clause to their entitlement to long service leave existing immediately prior to the coming into force of this clause.

62. Leave to Engage in Voluntary Emergency Management Activities

- 62.1** An Employee who engages in a voluntary emergency management activity with a recognised emergency management body that requires the attendance of the Employee at a time when the Employee would otherwise be required to be at work is entitled to leave for:
- (a) time when the employee engages in the activity;
 - (a) reasonable travelling time associated with the activity; and
 - (b) reasonable rest time immediately following the activity.
- 62.2** The Employee must advise the Employer as soon as reasonably practicable if the Employee is requested to attend a voluntary emergency management activity and must advise the Employer of the expected or likely duration of the Employee's attendance. The Employee must provide a certificate of attendance or other evidence of attendance as reasonably requested by the Employer.
- 62.3** Recognised emergency management bodies include but are not limited to, the Country Fire Authority, Red Cross, State Emergency Service and St John Ambulance.
- 62.4** An Employee who is required to attain qualifications or to requalify to perform activities in an emergency management body must be granted leave with pay for the period of time required to fulfil the requirements of the training course pertaining to those qualifications, provided that such training can be undertaken without unduly affecting the operations of the Employer.

- 62.5** The leave under this clause will be paid up to 2 weeks, save that approval of paid leave is subject to the operational requirements of the Employer resulting from any emergency.
- 62.6** Nothing in this clause limits the ability of an Employee to be absent from employment for engaging in eligible community service activity in accordance with Division 8 of the Act.

Note: Under the Act, an employee who engages in an eligible community service activity is entitled to be absent from employment without pay (or in some circumstances, with pay). The relevant period consists of time engaged in the community service activity, reasonable travel time and reasonable rest time. Eligible community service activity means jury service, a voluntary emergency service management activity (such as voluntary work relating to an emergency or natural disaster when performed for a recognised emergency management body - as defined), or an activity prescribed from time to time. There are particular notice requirements so that the employer is advised of the forthcoming absence and how long it is expected to last. For jury service, there are special rules about pay rates, there is a limit of 10 days' paid leave and jury service does not apply to casual employees. Note also that any more generous State or Territory community service leave entitlements may nevertheless apply.

63. Jury Service Leave

- 63.1** An Employee required to attend for jury service will be reimbursed by the Employer an amount equal to the difference between:
- (a) the amount paid by the state of Victoria in respect of attendance for jury service; and
 - (b) the amount the Employee could reasonably expect to have received from the Employer as earnings for that period had the Employee not been performing jury service.
- 63.2** An Employee will notify the Employer as soon as possible of the date they are required to attend jury service. The Employee will give the Employer proof of attendance at the court, the duration of such attendance and the amount received for jury service.

64. Absences on Defence Leave

- 64.1** A Full Time or Part Time Employee absent on defence service will be reimbursed by the Employer an amount equal to the difference between:
- (a) the amount paid in respect of a period during which the Employee was absent on defence service; and

- (b) the amount the Employee could reasonably expect to have received from the Employer as earnings for that period had the Employee not been absent on defence service.

64.2 An Employee will notify the Employer as soon as possible of the date they require absence on defence service. The Employee will give the Employer proof that the absence relates to defence service, the duration of such absence and the amount received for the relevant defence service period.

64.3 In this clause 'absence on defence service' has the meaning contained in section 24A of the *Defence Reserve Service (Protection) Act 2001* (Cth).

Example: The Employee is on Defence Service leave in for the duration of a particular pay period. Were the employee not on Defence Service leave in that pay period they would have worked on Sunday and Monday evening shift of each week of the pay period. The Employee is entitled to payment as though at work for each of the Sundays and Mondays evening shifts, less the amount of payment (not including reimbursements) from the Defence Service for the equivalent time of the Sundays and Mondays evening shifts.

65. Special Disaster Leave

65.1 Special disaster leave of up to 3 days per calendar year is payable where:

- (a) the Employee is a full time or part time employee;
- (b) Personal Leave is not available either because the Employee has exhausted the accrual or the circumstance does not qualify for Personal Leave; and
- (c) the Employee is unable to attend work due to a disaster (such as fire or flood) where:
 - (i) the Employee's residence is damaged or under imminent threat of major damage;
 - (ii) the lives or safety of their immediate family or household members are threatened; or
 - (iii) there is a formal closure, flooding or other unusual danger of the use of a road(s) which is the Employee's normal travel route to work and no alternative practicable travel route is available.
- (d) Special disaster leave is non-cumulative.

66. Excessive Leave Accrual

66.1 **General Provisions**

- (a) This clause contains provisions, additional to the NES and clause 53 of Section 1 (Annual Leave), that deal with the taking of paid annual

leave as a way of dealing with the accrual of excessive paid annual leave.

- (b) An Employee is deemed to have excessive leave accrual where the Employee has accrued:
 - (i) more than 8 weeks' paid annual leave; or
 - (ii) more than 10 weeks' paid annual leave for Employees who are entitled to the Additional Week's Annual Leave at sub-clause 53.4 of Section 1.
- (c) If an Employee has an excessive leave accrual, the Employer or the Employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual

66.2 Direction to take Annual Leave

- (a) Where agreement cannot be reached in accordance with 66.1(c), the Employer may direct the Employee to take some of that accrued annual leave provided that:
 - (i) the Employee has first been given a reasonable opportunity to submit a plan to reduce the leave to not less than six weeks within six months, subject to 66.2(ii) below;
 - (ii) the direction does not require the Employee to take a period of annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given;
 - (iii) the Employer will not unreasonably refuse to agree to a leave reduction plan which includes saving leave for an extended vacation within 18 months of the date of agreement to the leave reduction plan. The agreement is to be in writing and signed by both the Employer and the Employee;
 - (iv) in directing that the Employee take leave the Employee cannot be directed to reduce the accrued leave to less than six weeks;
 - (v) the period of annual leave is no less than one week; and
 - (vi) the direction is not inconsistent with any leave arrangement agreed by the Employer and Employee.

66.3 Excessive leave accruals: request by employee for leave

- (a) Where agreement cannot be reached in accordance with 66.1(c), the Employee may give a written notice to the Employer requesting to take one or more periods of annual leave.
- (b) However, an Employee may only give a notice to the Employer under clause 66.3(a) if:

- (i) the Employee has had an excessive leave accrual, as deemed by subclause 66.1(b), for more than 6 months at the time of giving the notice; and
 - (ii) the Employee has not been given a direction under clause 63.2 that, when any other paid annual leave arrangements are taken into account, would eliminate the Employee's excessive leave accrual.
- (c) A notice given by an Employee under clause 66.3(a) must not:
- (i) if granted, reduce the Employee's accrued leave to less than six weeks; or
 - (ii) provide for the Employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the Employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be with any leave arrangement agreed by the employer and the employee.
- (d) An employee is not entitled to request by a notice under clause 66.3(a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a weekend worker) in any period of 12 months.

66.4 Disputes regarding excess annual leave

Without limiting the Dispute Resolution Procedure of the Agreement, either an Employee or Employer (or their representative/s) may refer a dispute about the following matters to the Commission:

- (a) a dispute about whether the Employer or employee has requested a meeting and genuinely tried to reach agreement;
- (b) a dispute about whether the Employer has unreasonably refused to agree to a request by the employee to take paid annual leave; and
- (c) a dispute about whether a direction to take leave complies with the clause.

67. Family Violence Leave

NOTE: Family member is defined in section 8 of the Family Violence Protection Act 2008 (Vic) and is broader than the definition of immediate family in clause 6 (Definitions).

67.1 General Principle

- (a) Each Employer recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, each Employer

is committed to providing support to staff that experience family violence.

- (b) Leave for family violence purposes is available to employees who are experiencing family violence to allow them to be absent from the workplace to attend counselling appointments, medical appointments, legal proceedings or appointments with a legal practitioner and other activities related to, and as a consequence of, family violence.

67.2 Definition of Family Violence

For the purposes of this clause, family violence is as defined by the Family Violence Protection Act 2008 (Vic) which defines family violence at section 5, in part, as follows:

- (a) behaviour by a person towards a family member of that person if that behaviour:
 - (i) is physically or sexually abusive; or
 - (ii) is emotionally or psychologically abusive; or
 - (iii) is economically abusive; or
 - (iv) is threatening; or
 - (v) is coercive; or
 - (vi) in any other way controls or dominates the family member and causes that family member to feel fear for the safety or wellbeing of that family member or another person; or
 - (vii) behaviour by a person that causes a child to hear or witness, or otherwise be exposed to the effects of, behaviour referred to in subclause 67.2(a) above.

67.3 Eligibility

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

67.4 General Measures

- (a) Evidence of family violence may be required and can be in the form an agreed document issued by the Police Service, a Court, a registered health practitioner, a Family Violence Support Service, district nurse, maternal and health care nurse or Lawyer. A signed statutory declaration can also be offered as evidence.
- (b) All personal information concerning family violence will be kept confidential in line with the Employer's policies and relevant

legislation. No information will be kept on an Employee's personnel file without their express written permission.

- (c) No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing family violence.
- (d) The Employer will identify contact/s within the workplace who will be trained in family violence and associated privacy issues. The Employer will advertise the name of any Family Violence contacts within the workplace.
- (e) An Employee experiencing family violence may raise the issue with their immediate supervisor, Family Violence contacts, union delegate or nominated Human Resources contact. The immediate supervisor may seek advice from Human Resources if the Employee chooses not to see the Human Resources or Family Violence contact.
- (f) Where requested by an Employee, the Human Resources contact will liaise with the Employee's manager on the Employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with subclause 67.5 and subclause 67.6.
- (g) The Employer will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an employee reports family violence.

67.5 Leave

- (a) An Employee experiencing family violence will have access to 20 days per year of paid special leave (pro-rata for part-time Employees) for counselling appointments, medical appointments, legal proceedings or appointments with a legal practitioner, and other activities related to, and as a consequent of, family violence (this leave is not cumulative but if the leave is exhausted consideration will be given to providing additional leave). This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
- (b) An Employee who supports a person experiencing family violence may utilise their personal leave entitlement to accompany them to court, to hospital, or to care for children. The Employer may require evidence consistent with subclause 67.4(a) from an Employee seeking to utilise their personal/carer's leave entitlement.

67.6 Individual Support

- (a) In order to provide support to an Employee experiencing family violence and to provide a safe work environment to all Employees,

the Employer will approve any reasonable request from an Employee experiencing family violence for:

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

68. Cultural and Ceremonial Leave

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

- 68.4** Ceremonial leave granted under this clause is in addition to compassionate leave granted under any other provision of the Agreement.

69. Public Holidays

69.1 Entitlement to be absent on a public holiday

- (a) An Employee is entitled to be absent from his or her employment on a day or part-day that is a public holiday in the place where the Employee is based for work purposes.
- (b) However, an Employer may request an Employee to work on a public holiday if the request is reasonable.
- (c) If an Employer requests an Employee to work on a public holiday, the Employee may refuse the request if:
 - (i) the request is not reasonable; or
 - (ii) the refusal is reasonable.
- (d) In determining whether a request, or a refusal of a request, to work on a public holiday is reasonable, the following must be taken into account:
 - (i) the nature of the Employer's workplace or enterprise (including its operational requirements), and the nature of the work performed by the Employee;
 - (ii) the Employee's personal circumstances, including family responsibilities;
 - (iii) whether the Employee could reasonably expect that the Employer might request work on the public holiday;
 - (iv) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, work on the public holiday;
 - (v) the type of employment of the Employee (for example, whether full-time, part-time, casual or shiftwork);
 - (vi) the amount of notice in advance of the public holiday given by the Employer when making the request;
 - (vii) in relation to the refusal of a request – the amount of notice in advance of the public holiday given by the Employee when refusing the request; and
 - (viii) any other relevant matter.

69.2 Meaning of public holiday

- (a) Employees will be entitled to the following public holidays:

- (b) 1 January (New Year's Day)
- (c) 26 January (Australia Day)
- (d) Labour Day
- (e) Good Friday
- (f) Easter Saturday
- (g) Easter Monday
- (h) 25 April (ANZAC Day)
- (i) Queen's Birthday
- (j) Melbourne Cup Day
- (k) 25 December (Christmas Day)
- (l) 26 December (Boxing Day)

69.3 Days-In-Lieu

- (a) When Christmas Day falls on a Saturday or Sunday, a holiday in lieu thereof will be observed on 27 December.
- (b) When Boxing Day falls on a Saturday or Sunday, a holiday in lieu thereof will be observed on 28 December
- (c) When New Year's Day falls on a Saturday or Sunday a holiday in lieu thereof will be observed on the next Monday
- (d) When Australia Day falls on a Saturday or Sunday a holiday in lieu thereof will be observed on the next Monday
- (e) When ANZAC Day falls on a Sunday, a holiday in lieu thereof will be observed on the following Monday.
- (f) When ANZAC Day falls on Easter Monday, a holiday in lieu thereof will be observed on the following Tuesday.

69.4 Additional Days

- (a) Where in the State or Locality, public holidays are declared or prescribed on days other than those set out in subclauses 69.2 and 69.3 above, those days will constitute additional holidays for the purposes of the Agreement.

69.5 Substitute Days

- (a) An Employer and their Employees may agree to substitute another day for any prescribed in this clause. For this purpose the consent of the majority of affected Employees will constitute agreement.
- (b) An agreement pursuant to subclause 69.5(a) will be recorded in writing and be available to every affected Employee.
- (c) The HWU will be informed of an agreement made in accordance with subclause 69.5(a) and will have seven days in which to refuse to

accept it. The HWU will not unreasonably refuse to accept an agreement made under subclause 69.5(a) .

- (d) If the HWU refuses to accept an agreement made under subclause 69.5(a), the parties will seek to resolve the matter in accordance with clause 17 (Dispute Resolution Procedure) of this Agreement.

69.6 Substitution of religious public holidays

- (a) Subject to the ongoing operational needs of the Employer, an Employee may, with the prior agreement of the Employer, substitute a public holiday as defined in this clause with a nominated religious holiday that is not a defined public holiday.
- (b) Where a religious holiday is nominated to be a substitute and the Employee works on the defined public holiday they will be paid at ordinary time and will be allowed time off on the nominated religious day without loss of pay. Applications are to be made at least one month in advance of the date on which the nominated religious holiday occurs, and the public holiday being substituted.

69.7 Substitution of public holidays during NAIDOC week

- (a) Where an Employer receives a request to substitute a public holiday in accordance with clause 69.5 of this Agreement for a day during NAIDOC week, the Employer will consider all the circumstances including:
 - (i) any reason identified by the Employee with respect to the request; and
 - (ii) the operational requirements of the Employer.
- (b) An Employer will not unreasonably refuse a request to substitute a public holiday under this subclause.

69.8 Payment for work on public holiday

- (a) An Employee, other than a casual Employee, who performs work (including overtime work) on a public holiday will be entitled to be paid 200% (based on 1/38th of the weekly salary set out in **Schedule 2B** or **Schedule 3B**) for the time worked on a public holiday; or
- (b) 250% (based on 1/38th of the weekly salary set out in **Schedule 2B** or **Schedule 3B** for the time worked on a public holiday on a Saturday or Sunday (which is inclusive of the rates in Section 2 clause 27 and Section 3 clause 10 (Weekend work)).
- (c) A Casual Employee who performs work (including overtime work) on a public holiday will be entitled to be paid 175% (based on 1/38th of the weekly salary set out in **Schedule 2B** or **Schedule 3B**) for the time worked on a public holiday.

69.9 Public holiday not worked entitlement

This clause does not apply to casual employees

- (a) An Employee who is not ordinarily required to work on the day on which a public holiday is observed will not be entitled to the Rostered Off Benefit provided in clause 69.10.
- (b) In determining whether an Employee is ordinarily required to work on the day on which a public holiday is observed, the Employer will review the Employee's roster pattern over the preceding six-month period. If the rosters show that the Employee has worked 50% or more of the days on which a particular public holiday falls, the Employee will be entitled to receive the Rostered Off Benefit for that public holiday (see clause 69.10).

Example 1:

A full-time or part-time employee who only works Monday to Friday will not receive a Rostered Off Benefit for a public holidays that occur on a Saturday or Sunday.

Example 2:

A full-time employee works a rotating roster and has worked more than 50% of Saturdays in the preceding 6-month period. The employee is rostered to work Monday to Friday in a week where a public holiday falls on the Saturday. The employee will receive the Rostered Off Benefit at clause 69.10 in addition to their contracted hours for that week (i.e. 38 hours of ordinary pay plus the equivalent of 1.5 days' ordinary pay or TOIL or Annual Leave credit).

69.10 Rostered Off Benefit

- (a) Subject to subclauses 69.9(a) and 69.9(b), a full-time or part-time Employee will receive a sum equal to 150% (based on 1/38th of the weekly salary set out in **Schedule 2B** or **Schedule 3B**) for public holidays that occur on the Employee's Rostered Day Off, or, if the Employer and Employee so agree:
 - (i) the Employee may take one day and one half off in lieu within four weeks of the public holiday; or
 - (ii) have one and one half days added to their annual leave.

69.11 Payment for absence on public holiday

- (a) If an Employee is absent from their employment on a day or part-day that is a public holiday, the Employer must pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work on the day or part-day.
- (a) For the purposes of subclause 69.11(a) absent from employment means that the employee was rostered to work on the day that the

public holiday was observed but was given the day off by the Employer.

Example:

*A part-time employee works an 8-hour shift on every Monday, Wednesday and Friday. The employer confirms that the employee is not required to work their rostered Friday shift due to a public holiday on that day. The employee will receive the entitlement of one day's pay in accordance with **clause 69.11**.*

69.12 Public holidays and Accrued Days Off

Where an Employee's accrued day off falls on a public holiday, another day will be determined by the Employer to be taken in lieu thereof, within the same 4-week cycle (where practicable).

- (a) a particular public holiday falls, the Employee will be entitled to receive the 'rostered off' benefit for that public holiday (see subclause 69.10).

PART H – UNION AND OTHER RESOURCES

70. Union Matters

70.1 Access to Employees – General

The HWU will have access to Employees for any process arising under this Agreement.

70.2 Access to Employees – Electronic communication

The Employer will ensure that:

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

70.3 Access to Employees – Orientation/Induction

- (a) The HWU may attend, address and provide information to new Employees as part of orientation/induction programs for new Employees. The details of such attendance will be arranged by the Employer in consultation with the HWU.
- (b) Any attendance for the purposes of discussions with the Employees must meet the right of entry requirements under Part 3-4 of the Act.
- (c) An Employer will advise the HWU of the date, time and location of orientation/induction programs not less than 14 days prior to the orientation/induction program.
- (d) Those covered by this Agreement acknowledge the increasing role that technology plays in orientation / induction. Where an Employer conducts online orientation/induction, the Employer shall provide to the HWU alternative means by which the HWU can access new Employees, provided that such access is consistent with this subclause 70.3.

70.4 Delegates and HSRs

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

- (a) In this subclause 70.4(a) Representative means a HWU Delegate, or HSR.
- (b) A Representative is entitled to reasonable time release from duty to:
 - (i) attend to matters relating to industrial, occupational health and safety or other relevant matters such as assisting with grievance procedures, attending committee meetings and facilitating posting to noticeboards in secure areas (subject to occupational health and safety or other reasonable requirements of the Employer);
 - (ii) access reasonable preparation time before meetings with management disciplinary or grievance meetings with a HWU member;
 - (iii) appear as a witness or participate in conciliation or arbitration, before the Commission;
 - (iv) present information on the HWU at orientation sessions for new Employees.
- (c) A Representative required to attend management or consultative meetings outside of paid time will be paid to attend.
- (d) A Representative will be provided with access to facilities such as telephones, computers, email, noticeboards and meeting rooms in a manner that does not adversely affect service delivery and work requirements of the Employer. In the case of an HSR, facilities will include other facilities as necessary to enable them to perform their functions as prescribed under the OHS Act.

70.5 Noticeboard

- (a) A noticeboard for the HWU's use will be readily accessible in each ward/unit/work area where persons eligible to be members of the HWU are employed, unless otherwise agreed by the AIC referred to in subclause 70.10.
- (b) The HWU and members covered by this Agreement will, during the life of this Agreement, consult over the development of an electronic noticeboard managed by the HWU.
- (c) Where an Employer cannot facilitate noticeboards pursuant to subclause 70.5(a) as they operate in a building that is not owned by the Employer, the Employer and HWU will, as soon as reasonably practicable, implement an electronic noticeboard or other mutually agreed arrangement to give effect to subclause 70.5(a); this may include, but is not limited to:
 - (i) Centralised noticeboard(s) (e.g. a noticeboard in the staff cafeteria, but not in each ward/unit/work area);
 - (ii) The Employer providing a link on the staff intranet page that directs staff to the HWU website;
 - (iii) Additional reasonable time release for Representatives to attend to industrial matters associated with distributing Union communications that otherwise would be placed on noticeboards.
- (d) Where discussions referred to in 70.5(c) are unsuccessful, either party may refer the matter to the Fair Work Commission in accordance with Clause 17 – Dispute Resolution

70.6 Meeting Space

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

70.7 Secondment to the HWU

The Employer will, on application, grant leave without pay to an Employee for the purpose of secondment to work for the HWU subject to the Employer's reasonable operational requirements.

70.8 Employees holding HWU official positions

The Employer will, on application by the HWU, grant leave without loss of pay (including reasonable travelling time) to an Employee for the purpose of fulfilling their duties as an official of the HWU Branch Committee of Management or HWU delegate to the Health Services HWU National Council.

For a member of the HWU Branch Committee of Management this currently involves 11 full day meetings per year.

70.9 Union Training

NOTE: an HSR may be entitled to any training in accordance with the OHS Act rather than, or in addition to, this clause.

- (a) Subject to the conditions in this subclause 70.9, Employees selected by the HWU to attend training courses on industrial relations and/or health and safety will be entitled to a maximum of five days' paid leave per calendar year per Employee.
- (b) Leave in excess of five days and up to ten days may be granted in a calendar year subject to the total leave being granted in that year and in the subsequent year not exceeding ten days.
- (c) The granting of leave will be subject to the Employer's operational requirements. The granting of leave will not be unreasonably withheld.
- (d) Leave under this subclause is granted on the following conditions:
 - (i) applications are accompanied by a statement from the HWU advising that it has nominated the Employee or supports the application:
 - (ii) the training is conducted by the HWU, an association of unions or accredited training provider; and
 - (iii) the application is made as early as practicable and not less than two (2) weeks before the training.
- (e) The Employee will be paid their 'ordinary pay' (as defined at clause 53.6(b)(Annual Leave)) for normal rostered hours (set out in **Schedules 2B** and **3B**), but excluding shift work, overtime and other allowances.
- (f) Leave in accordance with this clause may include necessary travelling time in normal hours immediately before or after the course.
- (g) Leave granted under this clause will count as service for all purposes of this Agreement.
- (h) Expenses associated with attendance at training courses, including fares, accommodation and meal costs are not the responsibility of the Employer.

70.10 Agreement Implementation Committees

- (a) A local agreement implementation committee (AIC) will continue or, if there is not currently an AIC in operation, be established at each Employer. Having regard for the size and location, an AIC may be appropriate at each facility/campus. The AIC will, where practicable,

comprise equal numbers of representatives of the Employer and the HWU for the purposes of:

- (i) agreement implementation;
 - (ii) on-going monitoring and assessment of the implementation of this Agreement; and
 - (iii) to deal with any local disputes that may arise, without limiting the Dispute Resolution Procedure in this Agreement.
- (b) Priority items for consideration by the AIC will include the matters arising under:
- (i) Union Matters (Section 1, Clause 70)
 - (ii) Designated Working Groups (Section 1, Clause 80.2)
 - (iii) Transition to New Instrument Technician Structure (Section 2, Clause 37)
 - (iv) Transition to New Theatre Technician Structure (Section 2, Clause 35)
 - (v) Transition of All Other Employees (Section 2, Clause 36)
 - (vi) Introduction of Revised Food Services Classification Structure (Section 2, Clause 37)
 - (vii) Introduction of Revised General Services Classification Structure (Section 2, Clause 38)
 - (viii) Introduction of Revised Pathology Collector Structure (Section 2, Clause 39)
 - (ix) Introduction of Revised Allied Health Assistant Classification Structure (Section 2, Clause 40)
 - (x) Introduction of Revised Health Care Worker Classification Structure (Section 2, Clause 41)
 - (xi) Introduction of Lifestyle Assistant and Complimentary Therapies Worker Structure (Section 2, Clause 44)

70.11 Secondment to the HWU

- (a) The Employer will, on application, grant leave without pay to an Employee for the purpose of secondment to work for the HWU subject to the Employer's reasonable operational requirements.
- (b) The Employee's application must set out:
 - (i) the period of leave without pay sought – which must not exceed a period of twelve (12) months; and,
 - (ii) the Employee recognises that the Employee may not be able to return to their substantive role earlier than the requested end date.

- (iii) Where an Employee seeks to extend their secondment beyond a period of twelve months, the Employee must submit a new application to their Employer no less than six-weeks prior to the end of their current secondment arrangement.
- (c) Where an Employee is seconded in accordance with this clause:
 - (i) the Employee's absence will not contribute to, but not break continuity of service for the purpose of:
 - (A) Long Service Leave (Clause 61);
 - (B) Notice of Termination – Employer (Clause 5 of Section 2 and Clause 3 of Section 3) and
 - (C) Redundancy and Associated Entitlements (Clause 26)
 - (ii) An Employee who possesses an ongoing contract of employment will return to their pre-secondment contracted hours of work at the cessation of the secondment arrangement.
 - (iii) An Employer will not be required to return to the Employee to their substantive role earlier than the requested end date.
 - (iv) The Employee will be expected to maintain confidentiality on matters pertaining to their substantive work with the Employer and the secondment with the HWU.
 - (v) The Employer and the Union will not require the Employee to divulge information that may cause the Employee to breach subclause 70.11(c)(iv).

71. Paid Union Meetings

71.1 In order for the Employer to approve paid meetings between the HWU and its members, the HWU must meet the following requirements:

- (a) the Employer is given reasonable notice that such a meeting is to be held; and
- (b) the reason/s for the meeting is also to be provided to the Employer with the notice;
- (c) the location for the meeting is to be agreed between the HWU and the Employer;
- (d) an acceptable level of staffing will be maintained;
- (e) where possible meetings will occur at times least disruptive to service delivery;
- (f) the duration of the paid meeting will not exceed half an hour except where agreed by the HWU and the Employer;

- (g) the Employees will return to work without industrial action or threat of industrial action.

72. Payroll Deduction of Union Dues

- 72.1** On written request by an Employee, the Employer must deduct HWU membership dues from the Employee's after tax wages. The Employee must indicate their category of HWU membership to determine the applicable amount of dues to be deducted. The Employee may change their nominated category of membership for the purpose of deductions once a year.
- 72.2** Monies collected will be forwarded to the HWU monthly together with all necessary information to enable the reconciliation of crediting of subscriptions to members' accounts.
- 72.3** The HWU will inform the Employer and Employees who are members of the HWU of changes to the HWU membership dues when there is a change made in accordance with its rules.
- 72.4** An Employee may cease the deduction under this clause by notifying the Employer in writing.

73. Access to Computers

- 73.1** The parties recognise the increasing dependency on information technology in the workplace, including but not limited to the use of intranets, web based programs and provision of pay slips electronically.
- 73.2** An Employer will provide reasonable access to computer and printing facilities for Employees for work-related use, where those Employees are not ordinarily employed in classifications that use computers.
- 73.3** Nothing in this clause limits an Employer's right to implement policies on the appropriate use of information technology in the workplace.

74. Statewide Industry Panel

74.1 Application

- (a) This Statewide Industry Panel (Panel) can undertake the following functions:
 - (i) Determine applications regarding classifications where there is a dispute about an existing classification under this Agreement.

74.2 Panel

- (a) The Panel will comprise three persons being:
 - (i) A nominee of the VHIA (on behalf of the Employers);
 - (ii) A nominee of the HWU on behalf of the Employees; and

- (iii) an independent chairperson agreed by VHIA and the HWU or, in the absence of agreement, as nominated by the Minister for Health.
- (b) The Panel will commence to determine the matter within 21 days of the application and conclude its deliberations within a further 21 days.
- (c) No nominee on the Panel may be involved in a matter if they are directly affected by or are personally interested in the outcome.
- (d) The Panel shall act independently of the VHIA and the HWU.
- (e) The Panel chairperson shall act as an independent third party in deliberations of the Panel.
- (f) The Parties to an application to the Panel bear their own costs (save for the chairperson).
- (g) The Panel shall be responsible for determining its own procedure, provided that the procedure shall be consistent with the requirements of this clause 74, and shall adopt an inquisitorial procedure (rather than an adversarial procedure).

74.3 Application to Panel where there is a dispute regarding an existing classification

- (a) Either an Employer or an Employee (or their representatives) may make an application to the Panel regarding a dispute about an Employee's classification where the Parties have attempted to resolve the dispute at the workplace as described at Clause 17.4 and met the obligations set out at Clause 17.2.
- (b) Where an application is made to the Panel the terms of Clause 17 continue to apply.
- (c) An Employee who is a Party to the dispute will be released by the Employer from normal duties as is reasonably necessary to enable them to participate in this dispute settling procedure so long as it does not unduly affect the operations of the Employer.

74.4 Materials to be provided to the Panel for classification applications

Where an application to the Panel is made under 74.3.

- (a) the Employer will provide the following materials (where available) as soon as practicable:
 - (i) the position description of the role;
 - (ii) mandatory and desirable post registration skills, knowledge and education;
 - (iii) the grade proposed by the applicant and the comparator position/s used to determine the proposed grade;

- (iv) actual reporting lines relevant to the position/s;
 - (v) outline of the existing organisational structure applicable to the position/s; and
 - (vi) identification of EFT and skill mix (if any) that reports to the position/s; and
- (b) The Employer will ensure the Employee is given the opportunity to provide:
- (i) an outline of the skill, duties, responsibilities and education/qualification requirements (if any) underpinning the role;
 - (ii) objective observations on any differences between the role and that described in the position description; and
 - (iii) the Employer's response to the applicant's outline.

74.5 Role of the Panel in considering an application

- (a) In considering an application under 71.3, the Panel will:
 - (i) determine classification applications by the inherent requirements of the position, not those of the individual; and,
 - (ii) apply the classification descriptors of the Agreement.
- (b) The Panel may otherwise inform itself in any manner it sees fit including, in the case of a classification application under 74.3, by seeking the views of an expert advisor (who is not an employee of the health service subject of the application) agreed to by the Panel in relation to the classification matter under consideration.
- (c) The Employer or VHIA and the Employee/s and/or HWU can advocate to the Panel.
- (d) The Panel will determine applications by majority, with written reasons to be prepared by the Chairperson (including any dissenting decision or a summary of any dissenting decision) and provided to the parties. In the case of an application under 74.3, the Panel may determine to support the re-grading or substitute a different grade to the role.
- (e) A determination of the Panel will be considered binding unless either the HWU or VHIA make an application to have the determination reviewed by the Commission within 14 days of receiving written determination. For the avoidance of doubt, no activity under clause 74.5(b) constitutes a determination for the purposes of subclause 74.5(d).
- (f) An application to the Commission will include the application, determination, written reasons and supporting material.

- (g) On receipt of an application under this clause, the President of the Commission will appoint a member of the Commission to preside over the matter.
- (h) The Commission will be assisted by the Chairperson, who will explain their recommendation, the application and supporting material, and inform the Commission of the position of the HWU and the VHIA.
- (i) The Commission will adopt an inquisitorial procedure (rather than an adversarial procedure) and will in effect stand in the shoes of the Panel and determine whether the Panel decision under review was properly reached, and may substitute or uphold the existing determination. Any determination under this clause will be final and binding upon the parties, and will not be subject to an appeal of the Full Bench.

74.6 Additional role of the Chairperson in considering matters affecting a hospital/health service's funding

- (a) The HWU and VHIA recognise that the Victorian Government, represented by the DH, has an implied right to have its interests heard and considered in decisions of the Panel.
- (b) If a matter before the Panel under 74.3 may result in a requirement for additional funding to a hospital or health service (beyond what is currently provided under regular State budget mechanisms), the Chair will ensure that:
 - (i) the DH has a fair opportunity to be heard by the Panel; and
 - (ii) the DH's interests are given due consideration by the Panel in its decision-making.

74.7 Panel determinations

- (a) The Panel will notify the Employer (and Employee where applicable) of the outcome of the application in writing within 14 days of the decision.
- (b) In the case of an application under 74.3, the determined grade will apply from the date of the application or a later date determined by the Panel.
- (c) Until the determination of the Panel, the existing grade (where relevant) will continue to apply.

PART I – CLASSIFICATION AND STAFFING

75. Classifications

- 75.1** The Employer will classify all Employees in accordance with the classification structure set out in **Schedule 2D** or **Schedule 3D** (as applicable).
- 75.2** The Employer will notify each Employee in writing upon commencement, of their classification and terms of employment.
- 75.3** The Employer will notify each Employee of any alteration to their classification in writing not later than the operative date of such change.

76. Flexibility

- 76.1** The parties recognise that many Employees are trained (or are capable of being trained) in many duties and roles across varying classifications in the agreement and across varying settings within the health service.
- 76.2** To this end, subject to any other provisions in the agreement, where a suitably qualified and trained Employee agrees, the Employer may roster them on a temporary basis, or irregularly, in different wards/units/departments, at the same or different classifications to that of their substantive role.

77. Secure Employment

- 77.1** The parties are committed to preferencing secure employment and reducing labour hire within the Victorian Public Health Sector.
- 77.2 Vacancies**
- (a) Where available hours of no greater than sixteen (16) hours a week arise within a department through the vacating of all or part of an existing position, the Employer may, as an alternative to advertising at 77.2(b) to 77.2(d), invite expressions of interest from part-time or casual Employees within the department. Where the process set out at sub-clause 77.2(a) is not utilised, the responsible manager will initiate action to advertise the vacant position or available hours, internally at first instance and then externally if necessary, immediately after receiving notice of resignation
 - (b) Where a vacancy arises within a department, the responsible manager will initiate action to advertise the vacant position or available hours, internally at first instance and then externally if necessary, immediately after receiving notice of resignation.
 - (c) Where it is impracticable to seek internal applicants at first instance due to staff shortages in the classification in which the vacancy arises, the Employer may advertise for internal/external applicants concurrently.
 - (d) The Employer will advertise all vacancies that arise where the vacancy relates to a position that, but for the vacancy occurring would have been ongoing, as soon as practicable (ordinarily within 8 working days).

77.3 Unplanned Absences

- (a) The Employer agrees to replace staff on planned or unplanned absences, where workload cannot be deferred, rearranged or reallocated without generating an unreasonable workload.
- (b) Where additional shifts are required to replace-planned or unplanned absences, prior to engaging agency staff, the Employer will give preference to:
 - (i) existing part-time Employees who would not attract Overtime by performing the additional shift;
 - (ii) casual Employees who would not attract Overtime by performing the additional shift;
 - (iii) part time Employees or full-time Employees who would attract Overtime by performing the additional shift (subject to Clause 78.2 – Work-related Fatigue and Clause 52 – Reasonable Additional Hours)
 - (iv) casual Employees who would attract Overtime by performing the additional shift (subject to Clause 78.2 – Work-related Fatigue and Clause 52 – Reasonable Additional Hours)

77.4 Promotion of Full-Time employment

- (a) Within 3 months of the commencement date of this Agreement, Employers will write to all Employees who are contracted to work a minimum of 37 hours per week, or 74 hours per fortnight, to offer a conversion to Full-Time employment in accordance with subclause 20 (Full-time Employment).
- (b) Where an Employee declines the offer to convert to Full-Time employment under subclause 77.4(a), that response will be provided to the Employer in writing.
- (c) Where a conversion to Full-Time employment occurs, the Employer will provided the Employee with a Letter of Appointment setting out the revised employment arrangement.
- (d) Nothing within this clause 77.4 will prevent an Employee from making a request to convert to Full-Time employment after the commencement date of this Agreement. These requests will be dealt with in accordance with Clause 22 (Part-Time Review of Hours).

78. Workload Management

78.1 Staffing Levels

- (a) The parties recognise that adequate staffing levels promotes the maintenance of a working environment that is safe and free of risks to health, so far as is reasonably practicable.

78.2 Work-related Fatigue

- (a) The '*WorkSafe Victoria - Work-related Fatigue: A Guide for Employers*' – is a suitable framework under which to consider work-related fatigue issues.

78.3 Assignment of Work

- (a) The Employer, when assigning work to an Employee, will consider matters including, but not limited to:
 - (i) duties directly associated with the inherent requirements of the Employee's role,
 - (ii) duties not directly associated with the inherent requirements of the Employee's role,
 - (iii) consideration of workload where an Employee, in addition to their substantive duties, is assisting with local orientation and/or induction of new Employee(s) or students.
 - (iv) consideration of workload where an absence has not been replaced on a shift,
 - (v) the completion of mandatory training.

78.4 Raising Workload Management Concerns

- (a) Where an Employee believes that the Employer requires the Employee to perform work in a manner that is inconsistent with this Clause 78 - Workload Management, the Employee should raise the concerns with their immediate supervisor or line manager in the first instance and seek to resolve the issue.
- (b) If no resolution can be achieved, the Employee may:
 - (i) utilise the Occupational Health & Safety clause at clause 80 of this Agreement
 - (ii) utilise the Dispute Resolution Procedure set out in clause 17 of this Agreement.

79. Requests For Flexible Working Arrangements

79.1 If any of the circumstances set out in subclause 79.2 below apply to an Employee, the Employee may ask the Employer for a change in working arrangements because of those circumstances:

79.2 The Employee

- (a) is the parent, or has responsibility for the care, of a child who is of school age or younger;

- (b) is a carer (within the meaning of the Carer Recognition Act 2010);
- (c) has a disability;
- (d) is 55 or older;
- (e) is experiencing violence from a member of the Employee's family; or
- (f) provides care or support to a member of the Employee's immediate family, or a member of the member of the Employee's household, who requires care or support because the member is experiencing violence from the member's family.

79.3 A request made under subclause 79.1 may include, but is not limited to, changes in hours of work, changes in patterns of work or changes in the location of work.

79.4 An Employee is not entitled to make a request under subclause 79.1 unless:

- (a) for an Employee, other than a casual Employee, they have completed at least 12 months continuous service with the Employer immediately before making the request; or
- (b) for a casual Employee, they have:
 - (i) been engaged by the Employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months immediately before making the request; and
 - (ii) have a reasonable expectation of continuing engagement by the Employer on a regular and systematic basis.

79.5 A request made under subclause 79.1 must be in writing and set out:

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

79.6 Before responding to a request made under subclause 79.1, the Employer must discuss the request with the Employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the Employee's circumstances having regard to:

- (a) the needs of the Employee arising from their circumstances;
- (b) the consequences for the Employee if changes in working arrangements are not made; and
- (c) any reasonable grounds for refusing the request.

79.7 The Employer must respond to a request made under subclause 79.1 within 21 days, stating whether or not the request is granted.

79.8 The Employer may refuse a request made under subclause 79.1 on reasonable business grounds.

- 79.9** If the Employer refuses a request made by an Employee under clause 79.1, or if the change in working arrangements differs from that initially requested by the employee, the written response provided under subclause 79.7 must include the reasons for such a refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- 79.10** If the Employer and Employee could not agree on a change in working arrangements under subclause 79.6, then the written response under subclause 79.7 must:
- (a) state whether or not there are any changes in working arrangements that the Employer can offer the Employee so as to better accommodate the Employee's circumstances; and
 - (b) if the Employer can offer the Employee such changes in working arrangements, set out those changes in working arrangements.

PART J – OCCUPATIONAL HEALTH AND SAFETY AND RELATED MATTERS

80. Occupational Health & Safety

80.1 General Principles

- (a) The parties to the Agreement are committed to a pro-active approach in the prevention and management of workplace injuries amongst Employees, and to the achievement of a reduction in workplace injuries through the implementation of risk management systems incorporating hazard identification, risk assessment and control, and safe work practices. The Employer will implement the hierarchy of controls to control hazards, and will eliminate the hazard at the source wherever practicable.
- (b) The parties are committed to the observance of safe working practices, the correct use of all personal safety equipment and to the safety and good health of all Employees.
- (c) The provisions of this Agreement will be read and interpreted in conjunction with the OHS Act as varied from time to time and the WIRC Act as varied from time to time, provided that where there is any inconsistency between a provision of this agreement and the aforementioned Victorian Acts, the Victorian Acts will prevail to the extent of any inconsistency.
- (d) The parties to the Agreement recognise that consultation with Employees and their representatives is crucial to achieving a healthy and safe work environment for health and allied services Employees. To this end, the Agreement recognises that Employers and Employees must cooperate to control and manage health and safety hazards in the workplace. Hazards include, but are not exclusive to:

- (i) manual handling;
- (ii) blood borne and other infectious diseases;
- (iii) needle stick injuries;
- (iv) violence and aggression;
- (v) hazardous substances; and
- (vi) security
- (vii) ergonomic hazards associated with office or administrative duties.
- (viii) working in extreme hot or cold temperatures

80.2 Designated Work Groups

- (a) The parties agree that the HWU will negotiate Designated Work Groups and conduct elections for HSRs in accordance with the provisions of the OHS Act.
- (b) To facilitate the operation of subclause 80.2(a), Employers will provide to the HWU on a biannual basis:
 - (i) a list of Designated Work Groups (as defined under the OHS Act as amended from time to time); and
 - (ii) a list of HSRs and the dates of elections for those positions.
- (c) Where HWU members constitute the majority of the workforce within a Designated Work Group, the Employer will maintain a system of agreed Designated Work Groups (**DWGs**) with the HWU.
- (d) The Employer will consult with Employees in relation to the establishment variation of designated work groups and, where an employee requests, the HWU.
- (e) In determining the composition of DWGs, the following considerations will, where practicable, be taken into account:
 - (i) the specific needs, conditions and hazards affecting Employees in the area(s) concerned;
 - (ii) the working arrangements, including shiftwork, of employees in the area(s) concerned;
 - (iii) the accessibility of HSRs to employees in the area(s) concerned; and
 - (iv) the geographical layout of the workplace.

80.3 HSR Election Process

- (a) The method of conducting the election will be determined in consultation with the Employer and Employees of the DWG concerned. Where the majority of Employees of a DWG are

members of the HWU, the HWU will, where requested by the staff, conduct the election.

80.4 HSR Training

- (a) When attending an approved course, HSRs will be paid their normal/expected earnings during course attendance, including pay entitlements relating to shift work, regular overtime, higher duties, allowances or penalty rates that would have applied had the HSR been at work.
- (b) Where HSR attend an approved course outside their normal working hours, they will be paid as if they had been at work for the relevant time, including the relevant overtime rates, higher rates, allowances or penalty rates. This might apply when a HSR:
 - (i) normally works two days a week attends a block five-day course;
 - (ii) has a rostered day off during the course; and
 - (iii) has a shift that does not overlap, or overlaps only marginally, with the course's hours.
- (c) Rosters or shifts will be altered where necessary to ensure that HSRs are not exposed to extra risks from fatigue due to working extended hours or shiftwork while attending a training course.
- (d) The Employer will pay course fees for selected approved courses.
- (e) HSRs will have the right to choose which course to attend, provided it is an approved course.
- (f) The Employer will provide such information, instruction and training to all Employees employed by the Employer, as is required to enable them to perform work in a manner, which is safe and minimises risks to health. Information, education and training will be provided on a regular basis as is required to enable Employees to remain informed in relation to health and safety hazards, policies and procedures.

80.5 Reporting Incidents, Accident Investigation and Prevention

- (a) The Employer will encourage early reporting of incidents by Employees and ensure that Employees who report incidents are appropriately supported.
- (b) Following an incident or injury affecting staff, the Employer will take appropriate action to prevent further injury to staff, including conducting a worksite assessment where practicable and implementing workplace modifications to ensure a healthy and safe work environment for staff.
- (c) The Employer will provide information, instruction and training to Employees and management staff regarding the importance of early

reporting, procedures regarding incident reporting and how this feeds into accident investigation and prevention.

80.6 Workers Compensation, Rehabilitation and Return to Work

- (a) The Employer is committed to the principles of early intervention such as to facilitate the effective occupational rehabilitation of Employees.
- (b) The Employer will appoint a Return to Work Coordinator who will have sufficient knowledge of occupational rehabilitation legislation, regulations and guidelines to undertake the task.
- (c) Employees will have the right to have a HWU representative present at any interview arranged by their Employer regarding their return to work or rehabilitation, including monitoring or review of their return to work program. When arranging such interviews, the Employer will advise the Employee that he/she may have a HWU representative present. The Employer will where practicable provide to the Employee at least 7 days' notice of such interviews occurring.
- (d) The Employer will not seek to change the Employee's duties, hours or other aspects of the Employee's employment or return to work plan without consulting with the Employee. A representative of the HWU may be involved in any negotiations or discussions regarding any such proposed changes, at the request of the Employee.
- (e) The Employer or insurer may pay for any re-training or re-education, which is required to assist the Employee to remain at work or return to work in suitable employment in accordance with guidelines issued by the Victorian WorkCover Authority to its agents. Approval for such re-training or re-education may be requested by the Employee, his/her treating practitioner, or any other Victorian WorkCover Authority approved service provider, individual or agency, on behalf of the Employee.
- (f) Where it has been established that an Employee has a permanent injury or condition which prevents them returning to their pre-injury employment, the Employer will:
 - (i) Refer the Employee to the local Workplace Trainer/Careers Advisor (where one is employed by the Employer);
 - (ii) Ensure that the Employee is advised of all vacancies as they become available.
- (g) At the request of the Employee, the Employer will notify the HWU before any action is taken to terminate, permanently redeploy, permanently relocate or otherwise permanently change the employment status of an injured Employee, and will consult with the HWU, the Employee, the rehabilitation provider, and the treating doctor, to determine all possible options for rehabilitation, return to

work, including vocational assessment, retraining and re-education, prior to such action being taken.

81. OH&S Department Placement

81.1 The parties recognise the valuable role of OH&S Representatives in facilitating safe working environments and the understanding of the interests of their peers within the Designated Working Group.

81.2 Application process

- (a) To facilitate the development of OH&S-specific skills and capability, an Employee covered by this Agreement who is an OH&S Representative may indicate an interest in undertaking a placement with the Employer's OH&S department (however titled or styled), the intention of which is to provide informal development opportunities and promote mutual understanding between the Employer's OH&S department and OH&S Representatives.
- (b) The Employer may or may not, at their full discretion, offer a placement arrangement to the OH&S Representative – the specifics of which, including the opportunities available and the frequency, length, location and timing of placement would be determined by the Employer, having regard to matters including, but not limited to, the financial impost of the placement, the operational requirements of the Employer and the interests of the OH&S Representative.

81.3 Wages & Allowances whilst on Placement

- (a) Where an OH&S Representative undertakes a placement in accordance with this clause, the OH&S Representative will be paid what they would have received by performing their substantive role during the hours that the placement occurs.
- (b) The performance of placement is in connection to their role as an OH&S Representative, not as part of their substantive role, therefore clause 9 of Section 2 and clause 5 of Section 3 (Higher Duties) will not apply.

81.4 Confidentiality

- (a) Without limiting the OH&S Representative's rights and responsibilities under OHS Legislation, the OH&S Representative will maintain confidentiality on matters pertaining to their placement

82. Fitness for Work

82.1 Fit for Work

- (a) The Employer is responsible for providing a workplace that is safe and without risk to health for Employees, so far as is reasonably practicable.

- (b) Each Employee is responsible for ensuring that they are fit to perform their duties without risk to the safety, health and well-being of themselves and others within the workplace. This responsibility includes compliance with reasonable measures put in place by the Employer and any related occupational health and safety requirements.

82.2 Addressing concerns about Fitness for Work

- (a) In the event the Employee's manager forms a reasonable belief (as defined at subclause 82.2(b) below that an Employee may be unfit to perform their duties, the Employer will act in a timely manner to promote physical, mental and emotional health so that employees can safely undertake and sustain work.
- (b) In this clause reasonable belief means a belief based on sufficient evidence that supports a conclusion on the balance of probabilities. Nothing in this clause 82.2(b) permits an Employer to act contrary to the Health Records Act 2001 (Vic).
- (c) In this clause treating medical practitioner may, where relevant, also include programs such as the 'Mind Your Head' program, or a psychologist.
- (d) The Employer will:
 - (i) take all reasonable steps to give the Employee an opportunity to answer any concerns which are the subject of the reasonable belief;
 - (ii) recognise the Employee's right to have a representative, including a Union representative, at any time when meeting with the Employer;
 - (iii) genuinely consider the Employee's response with a view to promoting physical, mental and emotional health so that Employees can safely undertake and sustain work; and
 - (iv) take these responses into account in considering whether reasonable adjustments can be made in order that the Employee can safely undertake and sustain work.
- (e) **Report from Treating Medical Practitioner**

Where, after discussion with the Employee, the Employer continues to have a reasonable belief that the Employee is unfit to perform the duties, the Employer may request the Employee to obtain a report from the Employee's treating medical practitioner regarding the Employee's fitness for work. Where this occurs, the Employer will provide to the Employee, in writing, the concerns and information that form the basis of the reasonable belief to assist the Employee's treating medical practitioner.

- (f) The Employee will:

- (i) advise the Employer of the Employee's treating medical practitioner;
- (ii) provide a copy of the report to the Employer; and
- (iii) meet with the Employer to discuss any report.

82.3 Report from IME

If, on receipt of the report, and (where reasonably practicable) following discussion, the Employer continues to have a reasonable belief that the Employee is unfit for duty, or the Employee does not provide a report from the treating medical practitioner, the Employer may require the Employee to attend an independent medical practitioner (IME).

- (a) The Employer will:
 - (i) pay for the cost and expenses of the appointment and report;
 - (ii) provide a copy of the IME report to the Employee; and
 - (iii) meet with the Employee to discuss any report.

82.4 Information to Employee before IME

Before the Employee attends an IME under subclause 82.3 above, the Employee will be provided with a copy of:

- (a) the name of the proposed IME: and
- (b) any correspondence (including any supporting material) proposed to be sent to the IME.

82.5 Employee consultation and right to supplement information

Before attending an IME, the Employee may:

- (a) supplement the material to be provided to the IME;
- (b) request to meet with the Employer to consult about the material the Employer proposes to provide the IME. The Employee's representative may attend the meeting.

82.6 Relationship to WIRC

This subclause 82 does not apply to an injury that is the subject of an active WorkCover claim. Matters regarding an Employee's Fitness for Work regarding an injury that is the subject of a WorkCover claim shall be managed in accordance with the WIRC Act including the Employer's obligation to provide a safe work environment.

82.7 Safe Work Environment is paramount

82.8 Nothing in this clause 82 prevents an Employer from taking any reasonable step in the workplace to ensure a safe work environment.

82.9 Reasonable Adjustments

- (a) Where Employees have a disability (whether permanent or temporary) the Employer is required to make reasonable adjustments to enable the Employee to continue to perform their duties, subject to subclause 82.9(b) below.
- (b) An Employer is not required to make reasonable adjustments if the Employee could not or cannot adequately perform the genuine and reasonable requirements of the employment even after the adjustments are made.
- (c) **Definitions**
 - (i) **Disability** has the same meaning as section 4 of the *Equal Opportunity Act 2010* (Vic) (**EO Act**) and includes:
 - (A) total or partial loss of a bodily function; or
 - (B) presence in the body of organisms that may cause disease;
 - (C) total or partial loss of a part of the body; or
 - (D) malfunction of a part of the body including a mental or psychological disease or disorder or condition or disorder that results in a person learning more slowly than those without the condition or disorder.
 - (ii) **Reasonable adjustments** has the same meaning as section 20 of the EO Act and requires consideration of all relevant facts and circumstances including:
 - (A) the employee's circumstances, including the nature of the disability;
 - (B) the nature of the Employee's role;
 - (C) the nature of the adjustment required to accommodate the Employee's disability;
 - (D) the financial circumstances of the Employer;
 - (E) the size and nature of the workplace and the Employer's business;
 - (F) the effect on the workplace and the Employer's business of making the adjustment including the financial impact, the number of persons who would benefit or be disadvantaged and the impact of efficiency and productivity;
 - (G) the consequences for the Employer in making the adjustment,
 - (H) the consequences for the Employee in not making the adjustment.

SCHEDULE 1A – EMPLOYERS COVERED

1. Albury Wodonga Health
2. Alexandra District Health
3. Alfred Health
4. Alpine Health
5. Austin Health
6. Bairnsdale Regional Health Service
7. Ballarat Health Services
8. Barwon Health
9. Bass Coast Health
10. Beaufort and Skipton Health Service
11. Beechworth Health Service
12. Benalla Health
13. Bendigo Health
14. Boort District Health
15. Calvary Health Care Bethlehem Limited
16. Casterton Memorial Hospital
17. Castlemaine Health
18. Central Gippsland Health Service
19. Central Highlands Rural Health
20. Cohuna District Hospital
21. Colac Area Health
22. Corryong Health
23. Darlingford Upper Goulburn Nursing Home
24. Dental Health Services Victoria
25. East Grampians Health Service (Trading as East Grampians Health Services)
26. East Wimmera Health Service
27. Eastern Health
28. Echuca Regional Health
29. Edenhope & District Memorial Hospital
30. Gippsland Southern Health Service
31. Goulburn Valley Health
32. Great Ocean Road Health
33. HealthShare Victoria
34. Heathcote Health
35. Hesse Rural Health Service
36. Heywood & District Memorial Hospital (Trading as Heywood Rural Health)
37. Indigo North Health Inc
38. Inglewood & Districts Health Service

39. Kerang District Health
 40. Kilmore & District Hospital
 41. Kooweerup Regional Health Services
 42. Kyabram and District Health Service
 43. Latrobe Regional Hospital
 44. Lyndoch Living Limited
 45. Maldon Hospital
 46. Mallee Track Health and Community Service
 47. Mansfield District Hospital
 48. Maryborough District Health Service
 49. Melbourne Health
 50. Mercy Hospitals Victoria Limited
 51. Mildura Base Public Hospital
 52. Monash Health
 53. Moyne Health Services
 54. NCN Health
 55. Northeast Health Wangaratta
 56. Northern Health
 57. Omeo District Hospital
 58. Orbost Regional Health
 59. Peninsula Health
 60. Peter MacCallum Cancer Institute (Trading as Peter MacCallum Cancer Centre)
 61. Portland District Health
 62. Red Cliffs and Community Aged Care Services Inc. (Trading as Jacaranda Village)
 63. Robinvale District Health Services
 64. Rochester & Elmore District Health Service
 65. Royal Victorian Eye & Ear Hospital
 66. Rural Northwest Health
 67. Seymour Health
 68. South Gippsland Hospital
 69. South West Healthcare
 70. St. Vincent's Hospital (Melbourne) Limited
 71. Stawell Regional Health
 72. Swan Hill District Health
 73. Tallangatta Health Service
 74. Terang and Mortlake Health Services
 75. The Queen Elizabeth Centre
 76. The Royal Children's Hospital
 77. The Royal Women's Hospital
 78. Timboon & District Healthcare Service
 79. Tweddle Child & Family Health Service
-

- 80. West Gippsland Healthcare Group
- 81. West Wimmera Health Service
- 82. Western District Health Service
- 83. Western Health
- 84. Wimmera Health Care Group
- 85. Yarram and District Health Service
- 86. Yarrawonga Health
- 87. Yea & District Memorial Hospital

SCHEDULE 1B – SUPPORTED WAGE SYSTEM FOR EMPLOYEES WITH A DISABILITY

1. Workers Eligible for a supported wage

1.1 This clause defines the conditions which apply to Employees who, because of the effects of a disability, are eligible for a supported wage under the terms of this Agreement. In this clause the following definitions apply:

- 1.1.1 **Supported Wage System** means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in Supported Wage System: Guidelines and Assessment Process.
- 1.1.2 **Accredited Assessor** means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.
- 1.1.3 **Disability Support Pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme.
- 1.1.4 **Assessment Instrument** means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

2. Eligibility criteria

- 2.1 Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the Employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.
- 2.2 The clause does not apply to any existing Employee who has a claim against the Employer which is subject to the provisions of worker's compensation legislation or any provision of this Agreement relating to the rehabilitation of Employees who are injured in the course of their current employment.
- 2.3 The Agreement does not apply to Employers in respect of their facility, programme, undertaking, service or the like which receives funding under the *Disability Services Act 1986* (Cth) and fulfils the dual role of service provider and sheltered Employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under section 10 or section 12A of the *Disability Services Act 1986* (Cth), or if a part only has received recognition, that part.

3. Supported wage rates

- 3.1 Employees to whom this clause applies will be paid the applicable percentage of the minimum rate of pay prescribed in **Schedule 2B or 3B** of this Agreement for the class of work, which the person is performing, according to the following schedule:

Assessed Capacity	% Wage Rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

- 3.2 Where a person's assessed capacity is 10 per cent, they will receive a high degree of assistance and support.
- 3.3 Provided that the minimum amount payable will be not less than \$90 per week, or the minimum prescribed by the Award, whichever is greater.

4. Assessment of capacity

- 4.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the Employee will be assessed in accordance with the Supported Wage System by an assessor approved by the parties to the Agreement, having consulted the Employer and Employee, and if desired by the Employee, the HWU.
- 4.2 All assessments made under this Schedule must be documented in a Supported Wage System wage assessment agreement, and retained by the Employer as a time and wages record in accordance with the Act.

5. Lodgement of assessment instrument

- 5.1 All assessment instruments under the conditions of this clause, including the appropriate percentage of the Agreement wage to be paid to the Employee, will be lodged by the Employer with the Commission.
- 5.2 All assessment instruments will be agreed and signed by the parties to the assessment, provided that where the HWU is not a party to the assessment it will be referred by the Employer to the HWU at the time it is lodged with the Commission.

6. Review of assessment

6.1 The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review will be in accordance with the procedures for assessing capacity under the Supported Wage System.

7. Other terms and conditions

7.1 Where an assessment has been made, the applicable percentage will apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other workers covered by this Agreement, paid on a pro-rata basis.

8. Workplace adjustment

8.1 An Employer wishing to employ a person under the provisions of this clause will take reasonable steps to make changes in the workplace to enhance the Employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

9. Trial period

9.1 In order for an adequate assessment of the Employee's capacity to be made, an Employer may employ a person under the provisions of this clause for a trial period not exceeding twelve (12) weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

9.2 During the trial period the assessment of capacity will be undertaken and the proposed wage rate for a continuing employment relationship will be determined.

9.3 The minimum amount payable to the Employee during the trial period will be no less than \$90.00 per week, or the minimum prescribed by the Award, whichever is greater.

9.4 Work trials should include induction or training as appropriate to the job being trialled.

9.5 Where the Employer and Employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause 4 herein.

SECTION 2: HEALTH AND ALLIED SERVICES EMPLOYEES AND DENTAL ASSISTANTS

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PART A – GENERAL TERMS

2. Application of Section 2

- 2.1 The terms of Section 2 of this Agreement are additional terms specific to Health and Allied Services Employees and Dental Assistants (as defined below).
- 2.2 For the avoidance of doubt, all entitlements and terms contained in Section 2 of this Agreement have no application to Managers and Administrative Workers (as defined in Section 3).
- 2.3 References to clause numbers in this section refer to the applicable clause within this Section.

3. Definitions

In this Section 2:

- 3.1 **Base rate of pay** means the rate of pay payable to an Employee in accordance with **Schedule 2B** for his or her ordinary hours of work, but not including any incentive-based payments and bonuses, loadings, allowances, overtime, penalty rates or any other separately identifiable amounts.
- 3.2 **Dental Assistant** means an Employee classified in accordance with **Part 2 of Schedule 2D** of this Agreement, and paid pursuant to **Part 2 of Schedule 2B**.
- 3.3 **Employee** means a person employed by an Employer listed in **Schedule A** of this Agreement who is employed in any of the classifications set out in this Agreement, other than employees employed solely or predominantly in the provision of public mental health services.
- 3.4 **Experience** means experience at any such work in any workplace subject to this Agreement within the last five years, excluding any unpaid leave.
- 3.5 **Health and Allied Services Employee** means an Employee classified in accordance with **Part 1 of Schedule 2D** of this Agreement, and paid pursuant to **Part 1 of Schedule 2B**.

4. Performance Management (DHSV)

This clause only applies to Dental Assistants employed by DHSV.

- 4.1 The Employer applies a Performance Management Process in respect of full time and regular part-time Employees.
- 4.2 The Employer and Employees are committed to improved productivity, workplace skills, and effectiveness and Employee motivation. To this end, Dental Assistants employed under this Agreement agree to participate in the Employer's performance management system. This includes, but is not limited to, the use of work performance plans.

PART B – CONSULTATION, DISPUTE RESOLUTION AND DISCIPLINE

The terms and conditions of employment associated with Part B – Consultation, Dispute Resolution and Discipline for Employees classified under this Section 2 - Health & Allied Services Employees and Dental Assistants are found in Section 1 – Common Terms

PART C - TYPE OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT

5. Notice of Termination - Employer

5.1 The Employer must not terminate an Employee's employment unless they have given the Employee written notice of the day of the termination (which cannot be before the day the notice is given).

- (a) In order to terminate the employment of an Employee, the Employer must give the minimum period of notice based on the Employee's period of continuous service with the Employer up to the end of the day the notice is given, as follows:

Period of continuous service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) The period of notice in subclause 5.1(a) will be increased by one week if the Employee is over 45 years of age and has completed at least 2 years continuous service with the Employer at the end of the day the notice is given.

5.2 Where an Employer has given notice of termination to an Employee, the Employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment. The time off under this subclause 5.2 is to be taken at times that are convenient to the Employee after consultation with the Employer.

6. Notice of Termination - Employee

6.1 The notice of termination required by an Employee is:

- (a) two weeks' notice for Health and Allied Services Employees;

- 6.2** If an Employee who is at least 18 years old fails to give the notice specified in subclause 6.1 the Employer may deduct from wages due to the Employee under this Agreement an amount that is no more than one week's wages for the Employee. Any deduction made under this subclause must not be unreasonable in the circumstances.

PART D - WAGES

7. Experience Payments

This clause only applies to Employees other than Dental Assistants employed by DHSV

The experience payments in **Schedule 2C** as it applies to Health and Allied Services Employees will be added to the hourly ordinary time rates of pay and paid for all purposes for all Employees who have completed a year of experience or greater within the respective Wage Skill Group.

8. Apprentices

8.1 Apprentice Cooks

Apprentice Cooks will be paid the rate set out in Part 1 of **Schedule 2B**.

8.2 Adult Apprentices

- (a) An adult apprentice is an apprentice who is 21 years of age or over at the commencement of their apprenticeship.
- (b) The minimum rate for an adult apprentice will be the rate prescribed for apprentices in this clause 8 or the rate provided in the Modern Award, whichever is greater.
- (c) Where an adult apprentice was an Employee of the Employer for a period of at least six months immediately prior to becoming an apprentice, they will not suffer a reduction in their base rate of pay on entering into the training agreement.

PART E – ALLOWANCES AND REIMBURSEMENTS

9. Higher Duties

- 9.1** Employees, who are engaged in duties that carry a higher rate of pay than the Employee's ordinary classification, will be entitled to payment of higher duties in accordance with the provisions of this clause.
- 9.2** Employees who are engaged for more than one hour in duties carrying a higher rate than their ordinary classification, will be paid the higher rate of pay for the full day or shift. If such Employee is engaged in higher duties for one hour or less, they are only entitled to payment at the higher rate for the time actually worked.

10. In Charge Allowances

- 10.1** An Employee will be paid an In-charge Allowance where they are appointed or delegated to exercise control over other Employees, as follows:

Extent of control:	% Allowance
In charge of 1 to 9 other Employees	7%
In charge of 10 to 29 other Employees	10%
In charge of 30 or more Employees	15%

- 10.2** Provided that subclause 10.1 does not apply to the following classifications of Employee:

- (a) Chef Grade A
- (b) Chef Grade B
- (c) Chef Grade C
- (d) Chef Grade D
- (e) Second Grade Cook Grade A
- (f) Second Grade Cook Grade B
- (g) Second Grade Cook Grade C
- (h) Second Grade Cook Grade D
- (i) Gardener Advanced
- (j) Handyman Advanced
- (k) Printer Advanced
- (l) Pathology Collector Reliever/Mobile Collector
- (m) Technical, Therapy & Personal Care Supervisor
- (n) Pathology Collector Grade 4
- (o) Patient Transport Officer Grade 3
- (p) Gardener Superintendent
- (q) General Service Supervisor
- (r) Food Services Supervisor
- (s) Security Officer Grade 3
- (t) Health Care Worker Coordinator/Supervisor Technical or Therapy Supervisor

- (u) Grade 3 – Dental Assistant Coach
- (v) Grade 4 - Senior Dental Assistant
- (w) Grade 5 – Theatre Technician
- (x) Liver Transplant Technologists
- (y) Grade 5 – Instrument Technician
- (z) Dual Qualified Technicians
- (aa) Pharmacy Technician Grade 3
- (bb) Pharmacy Technician Grade 4
- (cc) Anaesthetic Technician Grade 3
- (dd) Anaesthetic Technician Grade 4
Dental Maintenance Technician

10.3 The percentage In-charge Allowance is calculated on the base rate payable to the Employee pursuant to **Schedule 2B**.

10.4 The In-Charge Allowance will be additional to any other allowance to which the Employee is entitled under the Agreement.

11. Nauseous Work Allowance

This clause does not apply to casual Employees

11.1 For the purpose of this clause 11, an **Eligible Employee** is an employee employed in the following classifications:

- Allied Health Assistant
- Anaesthetic Technician
- Driver
- Dual Qualified Technician (Sterilising & Operating Theatres)
- Food and Domestic Services Assistant
- General Services Supervisor
- Health Care Worker
- Hospital Attendant
- Instrument Technician
- Dual Qualified Technician
- Laboratory Assistant
- Laundry Hand
- Liver Transplant Technologist
- Cleaner / Patient Transport Assistant
- Pathology Collector
- Pathology Technician
- Patient Services Assistant
- Patient Transport Officer
- Pharmacy Technician
- Storeperson
- Security Officer
- Theatre Technician

11.2 Eligible Employees will receive a Nauseous Allowance payment as follows:

Amount	Date
\$350	FFPPOA 1 December 2021
\$350	FFPPOA 1 December 2022
\$350	FFPPOA 1 December 2023
\$350	FFPPOA 1 December 2024

11.3 Theatre Technicians

- (a) In addition to receiving the entitlement prescribed in subclause 11.2, an Employee classified as a Theatre Technician (including Liver Transplant Technologists and Dual Qualified Technicians) under **Schedule 2D** will receive an additional \$350 Nauseous Allowance payment as follows:

Amount	Date
\$350	FFPPOA 1 July 2021
\$350	FFPPOA 1 July 2022
\$350	FFPPOA 1 July 2023
\$350	FFPPOA 1 July 2024

- 11.4 This allowance is only payable on the above dates.

12. Seniors Allowance

This clause does not apply to Dental Assistants employed by DHSV

- 12.1 An Employee who is appointed as a Senior will have their classification preceded by the word Senior and will be paid an allowance of 10 per cent of the base rate payable for their classification pursuant to **Schedule 2B**.
- 12.2 Appointment to a position preceded by the word Senior will only be made where the work performed by such Employee represents a net addition to the work value of the substantive role in a similar area or areas. Indicia of a new addition to work value may include:
- (a) the performance of additional duties or functions;
 - (b) the assignment of a special project; or
 - (c) an increased emphasis on the performance of core functions already undertaken by Employees in the relevant classification.
- 12.3 A net addition to the work value of the substantive role of an Employee would be characterised by the following:
- (a) the additional functions or duties are a regular and ongoing requirement; and
 - (b) experience in the role commensurate with this clause, coupled with on the job training where provided by the Employer; and
 - (c) the necessity for additional training in a particular aspect of the role above that which is required to fulfil the role of an Employee employed in a similar area(s); and
 - (d) a greater level of judgement is required from the Employee, whereby he or she is capable of making independent decisions to a

degree not generally expected of an Employee employed in a similar area(s); and

- (e) a higher degree of accountability is expected for work undertaken, such that the Employee is clearly performing at a level above that of his or her peers employed in a similar area(s) by the Employer.

12.4 The Seniors Allowance will be additional to any other allowance to which the Employee is entitled under the Agreement.

13. Tool Allowance (Chefs and Cooks only)

13.1 Employees who are classified as chefs and cooks who are not supplied with the necessary tools to perform their duties by the Employer, will be paid a Tool Allowance per week pursuant to **Part 1 of Schedule 2C**.

13.2 The Tool Allowance is compensation for the supply and maintenance of tools.

14. Certificate Allowance – Pathology Technicians

14.1 Employees who have successfully completed a course entitled Certificate for Mortuary Technician conducted by RMIT, or its equivalent, will be paid a weekly a Certificate Allowance – Pathology Technician pursuant to **Part 1 of Schedule 2C**.

15. Cooking Trade Proficiency Payments

15.1 This proficiency pay scheme applies to apprentices who started attending trade class from 1979 and who have undertaken the standard cooking course and attained the standard of proficiency.

15.2 This proficiency pay scheme does not apply to apprentices who have undertaken the pilot course conducted at William Angliss College in 1983.

15.3 Standard of Proficiency

Apprentices will have reached the standard of proficiency in each year of the course when they have passed in the first, second and third years the subjects prescribed from time to time by the Victorian Registration and Qualifications Authority and attained an average mark of not less than 70 per cent for those subjects. The subjects must be passed at the first attempt.

15.4 Proficiency Pay

This scheme provides for the payment of tradesperson's rates of pay to apprentices during the fourth year of the apprenticeship where the standard of proficiency has been attained on one, two or three occasions on the following basis:

- (a) on one occasion only – for the first nine months of the fourth year of the apprenticeship, the normal fourth year rate of pay. Thereafter, the "Trade Cook" rate of pay pursuant to **Part 1 of Schedule 2B**.

- (b) on two occasions – for the first six months of the fourth year of the apprenticeship, the normal fourth year rate of pay. Thereafter, the “Trade Cook” rate of pay pursuant to **Part 1 of Schedule 2B**.
- (c) on all three occasions – for the entire fourth year at the “Trade Cook” rate of pay pursuant to **Part 1 of Schedule 2B**.

16. Educational Incentive Allowance

- 16.1** All full-time Eligible Employees who were employed as at 13 May 2021 will receive an Educational Incentive Allowance of \$500, payable in a single amount from the FFPPOA the operative date of this Agreement.
- 16.2** In 2022 and each year thereafter, all full-time Eligible Employees will receive an annual Educational Incentive allowance of \$500, payable in two instalments of \$250 as follows:

Amount	Date
\$250	FFPPOA 31 March 2022
\$250	FFPPOA 30 September 2022
\$250	FFPPOA 31 March 2023
\$250	FFPPOA 30 September 2023
\$250	FFPPOA 31 March 2024
\$250	FFPPOA 30 September 2024

- 16.3** The allowances at clause 16.1 and 16.2 will be paid pro rata for Part-time Employees.
- 16.4** The Educational Incentive Allowance will be payable in respect of a particular year to any Eligible Employee who is employed by an Employer (and not on unpaid leave) on the date that the payment is due as provided in subclause 16.1 and 16.2 above.
- 16.5** The allowance is paid to encourage Eligible Employees who have not had the opportunity to participate in any professional development and education, to enable career progression in classifications that are highly susceptible to automation.
- 16.6** Such payment is to facilitate access by eligible Employees to courses, conferences and seminars which will result in the development of skills and knowledge and is in addition to any other entitlement under the Study Leave clause.
- 16.7** **Eligible Employees** for the purpose of this clause 16 will be Employees employed within the following classifications:

Cook Grade 1	Allied Health Assistant Grade 1
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Food and Domestic Assistant Grade 2	Anaesthetic Technician Grade 1
Car Park Attendant Grade 2	Health Care Worker Grade 1
Cleaner/Patient Transport Office Grade 2	Instrument Technician Grade 1
Driver <1.25 tonnes	Laboratory Assistant Grade 1 (more than 3 months experience)
Gardener (Non-Trade)	Leisure and Lifestyle Assistant Grade 1
Handyperson (Unqual) (more than 3 months experience)	Pathology Collector Grade 1
Laundry Hand Grade 2	Pathology Technician Grade 1
Patient Services Assistant Level 1	Pharmacy Technician Grade 1
Storeperson Alone	Theatre Technician Grade 1

17. Reimbursement of Expenses (DHSV)

This clause only applies to Dental Assistants employed by DHSV.

Authorised work-related expenses incurred by an Employee will be reimbursed in accordance with the Employer's Reimbursement of Expenses policy, as varied from time to time.

18. Tow Motor Driver Allowance

Health and Allied Services Employees, other than those classified as Driver, operating a tow motor or tow loader or similar vehicle or a fork lift for a minimum of two hours in any one day will be paid a Tow Motor Driver Allowance pursuant to **Part 1 of Schedule 2C**.

19. Code Black and/or Code Grey Response

19.1 Purpose

- (a) The parties acknowledge that response to Code Grey and Code Black may be performed by dedicated Security Officer Employees or appropriately trained PSA's or a mixture of both. To facilitate those arrangements, this clause is proposed to ensure PSA's are appropriately trained and remunerated for the performance of this work.
- (b) It should be noted that in some Rural/Regional settings, General Service employees (other than PSA's and Security Officers) are rostered to respond to Code Greys and/or Code Blacks. Employees in the following classifications should be paid no less than the Security Grade 2 rate of pay on the days that they are rostered or required to perform these tasks:
 - (i) Carpark Attendant
 - (ii) Cleaner/ Patient Transport Assistant
 - (iii) Laundry Hand

- (iv) Laundry Operator
 - (v) Sorter/Packer Linen
 - (vi) Driver (less than 1.25 tonne)
 - (vii) Storeperson
 - (viii) Cleaner Windows
 - (ix) Driver (1.25 - 3 tonne)
 - (x) Gardener (Non – Trade)
 - (xi) Maintenance/Handyperson (unqualified)
 - (xii) Storeperson Alone
 - (xiii) Driver (3 tonne and over)
 - (xiv) Storeperson Advanced
 - (xv) Hospital Attendant
 - (xvi) Driver Articulated (12 – 13 Tonnes)
- (c) For the purposes of this clause 19, a **Code Responder** will mean an employee who is rostered or required to respond to Code Blacks and/or Code Greys and is classified as a:
- (i) PSA Grade 1;
 - (ii) PSA Grade 2; or
 - (iii) General Services employee listed under subclause 19.1(b)

19.2 Entitlement

- (a) A Code Responder shall be paid the rate equivalent to Security Officer Grade 2 (GF23) where a Code Responder is rostered to respond to Code Black and/or Code Grey during their shift.
- (b) The Code Responder will not be entitled to the additional payment prescribed at subclause 19.2(a):
 - (i) Where an Employer already provides a Code Responder with an allowance for responding to Code Grey and/or Code Black that is equal to, or greater than, the entitlement provided under subclause 19.2(a); or
 - (ii) Where a Code Responder already receives a rate of pay which is equal to, or greater than a Security Officer Grade 2 (paid as an over-agreement rate).

19.3 Code response suitability

- (a) Only Code Responders who are assessed as physically capable of performing the work (as a result of passing the training module) and who have been appropriately trained may be required to respond to codes grey or black.

- (b) The parties will review current training with a view to standardising training and practice across services.
- (c) Where an employee has a concern regarding their ability to perform the response to a Code Grey and/or Code Black, the Employee will raise the issue with their manager in the first instance. Where the Employer still requires the Employee to participate in Code Grey and/or Code Black responses, the Employer will initiate the fitness for work process in accordance with clause 82 of Section 1. The employee will not be allocated these duties whilst that process is being undertaken.
- (d) The classification of Patient Service Assistant staff members will not be adversely affected by opting out of, or unsuitability to perform, Code Responder duties in accordance with subclause 19.3(a) and 19.3(c).

19.4 Physical checklist

- (a) The initial training and refresher training will include a physical assessment. The parties will hold further discussion to determine the scope of such an assessment. Where agreement cannot be reached, the parties agree to utilise the services of Worksafe Victoria to advise on resolution.

20. Patient Transport Officer Certificate Allowance

Where a Patient Transport Officer holds a qualification set out below a weekly Certificate Allowance will be payable (part-time pro-rata):

- 20.1** 3% of the Wage Skill Group 7 weekly rate for a Patient Transport Officer who holds a Certificate III in Non-Emergency Patient Transport.
- 20.2** 4% of the Wage Skill Group 7 weekly rate for a Patient Transport Officer who holds a Certificate IV in Health Care (Ambulance).
- 20.3** 5% of the Wage Skill Group 7 weekly rate for a Patient Transport Officer who holds a Diploma of Paramedical Science (Ambulance).

21. Security Officer Certificate Allowance

- 21.1** Where a Security Officer holds a relevant security qualification that exceeds that required for licencing of an unarmed guard or where appropriate, a control room operator; a weekly Certificate Allowance of 4% of the Security Officer Grade 2 rate (calculated on the base rate) would be payable (part-time pro-rata).
- 21.2** The Certificate Allowance at subclause 21.1 will not be payable to Security Officers who hold a Certificate III in Security Operations (or equivalent) obtained prior to 1 January 2010 (the introduction of the CPP07 Training Package).

PART F – HOURS OF WORK AND RELATED MATTERS

22. Hours of Work

- 22.1** The ordinary hours of work for a full-time Employee will be 38 hours, or an average of 38 hours, per week in a fortnight or 4-week period.
- 22.2** For the purposes of subclause 22.1, the ordinary hours an Employee works in a week are taken to include any hours of authorised leave, or absence, whether paid or unpaid, that the Employee takes in a week.
- 22.3** The working week will commence at midnight on a Sunday.
- 22.4** Notwithstanding any authorised meal breaks or rest breaks, the work of each day/shift will be continuous.
- 22.5** Any Employee required to work more than six consecutive periods of duty without 24 hours off duty will be paid for the seventh and any further consecutive period of ordinary duty worked at the rate of triple time until they have been given 24 hours off duty.
- 22.6 12-hour shifts**
- (a) 12-hour shifts may be performed by mutual agreement between each Employee and Employer provided that:
 - (i) The Employer must notify the HWU of any requests to engage an Employee on 12-hour shift arrangements and consult where requested;
 - (ii) The Employer must monitor each Employee in accordance with the Work-Related Fatigue clause at Section 1, clause 78.2;
 - (iii) The Employer must ensure that any Employee working 12-hour shifts will not be paid any less than the relevant Modern Award entitlement; and
 - (iv) The Employee must be provided 10 consecutive hours off duty after each 12-hour shift, otherwise Overtime rates apply for each hour worked until the 10 consecutive hours off duty is provided.

23. Rosters (DHSV)

This clause only applies to Dental Assistants employed by DHSV.

Roster changes will be made with at least 14 days' notice, save for operational emergency situations.

24. Weekend Work

- 24.1** All rostered time of ordinary duty performed between midnight on Friday and Midnight on Sunday will be paid for at the rate of 150% (based on 1/38th of the weekly salary set out in **Schedule 2B**).

- 24.2** Where the Saturday or Sunday work involves work in excess of the prescribed rostered hours, such work will be paid for at the rate of 200% (based on 1/38th of the weekly salary set out in **Schedule 2B**).

25. Overtime

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

- 25.1** Where an Employee is required to work reasonable additional hours, they will be entitled to payment of overtime in accordance with the provisions of this clause.
- 25.2** Overtime, other than for time worked during the daylight savings change over period prescribed at subclause 49.1 of Section 1, means work that is performed:
- (a) by a full-time employee, where:
 - (i) work is performed in excess of the rostered shift length on a particular day; or,
 - (ii) work is performed in excess of ordinary hours as prescribed in subclause 22.1 of Section 2; or,
 - (iii) work is performed in excess of twelve hours in any one shift,
 - (b) by a part-time employee, where:
 - (i) work is performed in excess of ordinary hours as prescribed in subclause 22.1 of Section 2; or
 - (ii) the Employer directs the Employee to work additional hours beyond those agreed in clause 21.3 of Section 1, but excluding where an Employee is offered and accepts additional ordinary hours as described at subclause 21.10 (Additional Hours) of Section 1; or
 - (iii) work is performed in excess of twelve hours in any one shift,
 - (c) by a casual employee where:
 - (i) work is performed in excess of ordinary hours as prescribed in subclause 24.1 of Section 1; or
 - (ii) work is performed in excess of twelve hours in any one shift.
- 25.3** Only authorised overtime will be paid for at the following overtime rates:
- (a) For Overtime that arises pursuant to subclause 25.2(a)-25.2(b).
 - (i) 150% (based on 1/38th of the weekly salary set out in **Schedule 2B**) for the first two hours and 200% (based on 1/38th of the weekly salary set out in **Schedule 2B**) thereafter.
 - (b) For Overtime that arises pursuant to subclause 25.2(c) Monday to Saturday – 187.5% (based on 1/38th of the weekly salary set out in **Schedule 2B**)

for the first two hours and 250% (based on 1/38th of the weekly salary set out in **Schedule 2B**) thereafter

- (i) Sunday – 250% (based on 1/38th of the weekly salary set out in **Schedule 2B**)
- (ii) Public Holiday – in accordance with Section 1, subclause 69.8(c)
- (c) For Overtime outside a spread of 12 hours from the commencement of the last previous rostered period of duty, provided that the overtime is not continuous with the next succeeding period of duty:
 - (i) 200% (based on 1/38th of the weekly salary set out in **Schedule 2B**)
- (d) For Overtime outside a spread of 9 hours from the time of commencing work by an Employee rostered to work broken shifts:
 - (i) 150% (based on 1/38th of the weekly salary set out in **Schedule 2B**)
- (e) For Overtime outside a spread of 12 hours from the time of commencing with by an Employee rostered to work broken shifts:
 - (i) 200% (based on 1/38th of the weekly salary set out in **Schedule 2B**)

25.4 Overtime will be so arranged that, where reasonably practicable, the Employee who performs overtime will have 10 consecutive hours off duty between the work of successive periods of duty.

25.5 In addition to subclause 25.4 above, an Employee who works so much overtime between the end of their agreed ordinary hours of duty and the start of their next succeeding period of duty that they would not have a 10-hour break between those times, will be released after completion of such overtime worked until they have had a 10-hour break, without loss of pay for ordinary hours occurring during such absence.

25.6 If on the instructions of the Employer such an Employee resumes or continues work without having had ten consecutive hours off duty the Employee will be paid at the rate of 200% (based on 1/38th of the weekly salary set out in **Schedule 2B**) until he or she is released from duty for such rest period and the Employee will then be entitled to be absent until he or she has had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

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

26. Overtime In Lieu

- 26.1** An Employee may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer.
- 26.2** Overtime taken as time off during ordinary time hours will be taken at the penalty time rate. That is, one and one half hours off or two hours off, as the case may be, for each overtime hour worked.
- 26.3** An Employer will provide payment at the appropriate overtime rate where time off in lieu has not been taken within four weeks of accrual.
- 26.4** For the purposes of this clause, in accruing or calculating payment of overtime, each period of overtime will stand alone.

27. Make Up Time

- 27.1** An Employee may, with the agreement of the Employer, work make up time under which the Employee takes time off during ordinary hours and works those hours at ordinary time rate at a later, mutually agreed time or times.
- 27.2** Any agreement on make up time will be in writing and retained on the Employee's personal file.

28. Wash-Up Time

Where necessary, an Employee will be entitled to cease work ten minutes before their rostered finishing time to enable him or her to wash or to change their clothes.

29. Promotion of Local Workforce

- 29.1** The parties are committed to providing employment opportunities to suitably qualified and/or experienced members of the local workforce to the maximum extent permitted by law through measures including but not limited to:
- (a) restricting (but not prohibiting) the use of subclass 457 (Temporary Work (Skilled) Visa) and subclass 417 (Working Holiday Visa) in classifications covered by this Agreement;
 - (b) the measures detailed in subclause 33.2 (Workforce Skills, Capability and Mobility Committee).

PART G – EDUCATION AND PROFESSIONAL DEVELOPMENT

30. Staff Appraisal

- 30.1** Where a system of staff appraisal does not currently exist at a workplace, the Employer may implement a performance appraisal process and the Employees will participate in that process, provided that:

- (a) the Employer first consults at the local level with staff and/or the HWU or other representative over a framework for the staff appraisal process it is seeking to introduce;
- (b) the staff appraisal process is not used as a disciplinary tool;
- (c) the staff appraisal process is intended to allow genuine feedback by both the Employer and Employee; and
- (d) the outcomes of the review are documented and confirmed and a written copy of the outcomes is given to the Employee.

31. Study Leave

31.1 Quantum of study leave available

- (a) Employees will be entitled to four hours paid study leave per week up to a maximum of 26 weeks per annum, where undertaking study at Australian Qualification Framework Level 3 or above with an education institution or approved provider.

31.2 When paid study leave is available

- (a) Where the course of study is of relevance to the Employee's employment, the Employer will not withhold consent.
- (b) Paid study leave may be taken as mutually agreed by, for example, 4 hours per week, 8 hours per fortnight or in blocks of 38 hours.
- (c) Paid study leave may, where mutually agreed, be used for the purpose of completing online or in-person components of the approved course, including for the purpose of undertaking placement that cannot be provided by their Employer.
- (d) A part-time Employee will be entitled to paid study leave on a pro-rata basis.
- (e) Paid study leave pursuant to this clause does not accumulate from year to year.
- (f) In all circumstances, the leave will be made available to the Employee(s) in the year in which application is made.

31.3 Application for paid study leave

An Employee wishing to take study leave must:

- (a) apply in writing to the Employer as early as possible prior to the proposed leave date; and
- (b) Include with this application:
 - (i) details of the course and institution in which the Employee is enrolled, or proposes to enrol; and

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

31.4 Response to application for paid study leave

- (a) The Employer will notify the Employee of whether or not their request for study leave has been approved within 7 days of the application being made.
- (b) Where the number of staff seeking to take study leave at any one time causes operational difficulties, the Employer and Employee(s) concerned will seek to reach agreement at a local level about the timeframe in which the leave is taken.
- (c) Any dispute arising under this clause 31 will be resolved in accordance with clause 17 (Dispute Resolution Procedure).

31.5 Temporary changes to existing contract to undertake study or employment opportunities

- (a) An Employee who has been engaged on a Full Time or Part Time basis with the Employer for at least twelve months may request temporary changes to their existing contract of employment for the purpose of undertaking study or an employment opportunity outside the Employer that is of benefit to the career pathway of the Employee within the public health sector.
- (b) For the purpose of this clause, temporary changes mean the following:
 - (i) an unpaid leave of absence for no longer than twelve months,
 - (ii) a variation to their existing contract of employment to reduce their working hours for no longer than twelve months
 - (iii) a request to flexibly use accrued Long Service Leave or Annual Leave for the purpose of reducing the number of days worked or their working hours but retaining their previous employment status
- (c) For the purpose of Long Service Leave, an unpaid leave of absence taken in accordance with this clause for up to twelve months with the approval of the Employer will not count towards service, however it will not break service.
- (d) An Employee may only request temporary changes in accordance with this clause for one course of study or employment opportunity over the life of this Agreement unless otherwise agreed by the Employer.
- (e) Where mutually agreed, the Employee may request temporary changes to their existing contract of employment for multiple periods, the quantum of which does not exceed twelve months over the life of this Agreement.

32. Technology in cleaning

- 32.1** The parties recognise the important role that Health and Allied Services Employees play in protecting patients' welfare by preventing the spread of infection.
- 32.2** To this end, the HWU supports attempts to increase standards in cleaning in the public health system. Subject to the terms of this agreement, the HWU will work constructively with the Employer to implement new technologies and practices in cleaning in order improve infection control.

PART H – UNION AND OTHER RESOURCES

33. Workforce Skills, Capability and Mobility

This clause does not apply to casual Employees

- 33.1** The parties are committed to providing opportunities for Employees to build their skills and capacity and subsequently improve workforce mobility within the classifications provided in this Agreement in accordance with this Clause 33.
- 33.2 Workforce Skills, Capability and Mobility Committee**
- (a) Within three months of the commencement of this Agreement, Employers will create a Workforce Skills, Capability and Mobility Committee who will meet quarterly (remotely or in person) and consist of:
- (i) Representatives of the Employer
 - (ii) HWU delegate and/or representative of the HWU
 - (iii) Where employed by the Employer, the:
 - A. Workplace Trainer/Careers Advisor
 - B. Aboriginal Employment Support Officer
 - C. Disability Employment Support Officer
 - D. Veteran Employment Support Officer
 - (iv) On invitation by the Employer (where applicable/relevant):
 - A. Representatives of local registered training or apprenticeship organisations,
 - B. Representatives of indigenous, disability and/or veteran employment organisations.
- (b) The terms of reference of the Workforce Skills, Capability and Mobility Committee will include assisting the Employer to:
- (i) identify current or future skills and capability gaps relevant to the Employer, within the existing workforce,
 - (ii) develop internal pathways within the Employer to improve the skills and capabilities of the existing workforce

- (iii) promote foreseeable employment opportunities that require vocational training, with the view to aligning interested Employees with vocational training providers to fulfil these foreseeable employment opportunities
 - (iv) generate partnerships with local registered training and/or apprenticeship organisations
 - (v) generate partnerships with local indigenous, disability and/or veteran employment organisations
 - (vi) any other matter agreed locally by the Workforce Skills, Capability and Mobility Committee
- (c) The Workforce Skills, Capability and Mobility Committee may meet as part of the Agreement Implementation Committee or during other scheduled meetings with the HWU as agreed locally.

PART I – CLASSIFICATION AND STAFFING

34. Transition to New Instrument Technician Structure

- 34.1** From FFPPOA 1 July 2021, Employees classified as Instrument Technicians will translate to the new Instrument Technician classification structure as follows:

Current classification	New classification
Instrument Technician Grade 1	Instrument Technician Grade 1
Instrument Technician Grade 2	Instrument Technician Grade 2
Instrument Technician Grade 3	Instrument Technician Grade 3
Instrument Technician Grade 4	Instrument Technician Grade 4
Instrument Technician Grade 5	Instrument Technician Grade 5
Instrument Technician Grade 6	Dual Qualified Technician (Sterilising & Operating Theatres)

- 34.2** Within 3 months of the commencement of the Agreement, the Employers will review the existing Employees classified as Instrument Technicians and confirm in writing to those Employees:
- (a) to which classification they have translated, effective from FFPPOA 1 July 2021
 - (b) whether their duties change as a result of the translation
 - (c) back payment of wages (if any) effective from FFPPOA 1 July 2021

- 34.3** Where an Employee disagrees with this re-classification, in the first instance the dispute will be dealt with by the AIC. If the matter remains in dispute, it will be dealt with in accordance with Section 1 clause 17 (Dispute Resolution Procedure).

35. Transition to New Theatre Technician Structure

- 35.1** From FFPPOA 1 July 2021, Employees classified as Theatre Technicians will translate to the new Theatre Technician classification structure as follows

Current classification	New classification
Theatre Technician Grade 1	Theatre Technician in Training - Grade 1
Theatre Technician Grade 2	
Theatre Technician Grade 3	Theatre Technician in Training - Grade 2
Theatre Technician Grade 4	Theatre Technician Grade 3
Theatre Technician Grade 5	Theatre Technician Grade 4
Theatre Technician Grade 6	Theatre Technician Grade 5
Grade 6 Theatre Technicians who work in the Liver Transplant Team at Austin Health*	Liver Transplant Technologist

**translation only applies to Liver Transplant Team at Austin Health*

- 35.2** Within 3 months of the commencement of the Agreement, the Employers will review the existing Employees classified as Theatre Technicians and confirm in writing to those Employees:
- (a) to which classification they have translated, effective from FFPPOA 1 July 2021
 - (b) whether their duties change as a result of the translation
 - (c) back payment of wages (if any) effective from FFPPOA 1 July 2021
- 35.3** Where an Employee disagrees with this re-classification, in the first instance the dispute will be dealt with by the AIC. If the matter remains in dispute, it will be dealt with in accordance with Section 1 clause 17 (Dispute Resolution Procedure).

36. Transition of All Other Employees

- 36.1** Employees who are classified as All Other Employees (not provided for elsewhere) will be reclassified to appropriate classifications no later than 12 months from the commencement date of this Agreement.
- 36.2** From the commencement date of this Agreement the classification All Other Employees (not provided for elsewhere) will not be used to:
- (a) classify new employees;

- (b) classify employees transferring from other health services covered by this agreement; or
- (c) to reclassify existing employees under this Agreement.

36.3 It is anticipated that this correction will create a financial cost in the event the Employee was under classified having regard to their substantive duties.

36.4 Employees classified as All Other Employees (not provided for elsewhere) at the commencement of this Agreement who:

- (a) are engaged in work for COVID-19 purposes;
- (b) are not able to be classified in any other more-appropriate classification under this Agreement;
- (c) will remain on that classification until the COVID-19 pandemic ceases.

36.5 Any employee who is seconded from an existing role in a health service to work in a COVID-19 setting will be paid at their substantive classification for all time worked.

36.6 Employees who take on additional hours in a COVID-19 setting may be paid at separate rates according to the work undertaken. These may include:

- (a) Dual-role employees;
- (b) Part time employees;
- (c) Casual employees.

37. Introduction of Revised Food Services Classification Structure

37.1 Food & Domestic Services Assistants

(a) Translation

From FFPPOA 1 July 2021, Employees classified as Food & Domestic Services Assistants will translate to the new Food & Domestic Services classification structure as follows:

Current classification	New classification
Food and Domestic Services Assistant (less than 3 months)	Food and Domestic Services Assistant Grade 1
Food and Domestic Services Assistant (more than 3 months)	Food and Domestic Services Assistant Grade 2

37.2 Cooks

From FFPPOA 1 July 2021, Employees classified within following classifications will translate to the new Cook classification structure as follows:

Current classification	New classification
Other Cook	Cook Grade 1
Diet Cook Pasty Cook Other Sweets Cook Cook Employed Alone	Cook Grade 2
Trade Cook Pastry Cook Trades	Cook Grade 3

37.3 Review of Second Cook and Chef Structure

The HWU and VHIA will review the Second Cook & Chef structure during the life of the Agreement to examine the classifications against changes in health service catering needs.

38. Introduction of Revised General Services Classification Structure

38.1 Orderly/Cleaner

From FFPPOA 1 July 2021, Employees classified as Orderly/Cleaner will translate to the new Cleaner/Patient Transport Assistant classification structure as follows:

Current classification	New classification
Orderly/Cleaner (less than 3 months)	Cleaner/Patient Transport Assistant Grade 1
Orderly/Cleaner (more than 3 months)	Cleaner/Patient Transport Assistant Grade 2
Cleaner Windows	Cleaner Grade 3

38.2 Transition of Housekeeper to Patient Services Assistant

From FFPPOA 1 July 2021, Employees classified as Housekeeper will translate to the Patient Services Assistant classification structure as follows:

Current classification	New classification
Housekeeper	Patient Services Assistant Grade 1

38.3 Translation of Sorter/Packer Linen & Laundry Operator to the Laundry hand classification

From FFPPOA 1 July 2021, Employees classified as Laundry Operators and Sorter/Packer Linen will translate to the applicable Laundry Hand classification as follows:

Current classification	New classification
Employees with less than 3 months experience	Laundry Hand Grade 1
Employees with more than 3 months experience	Laundry Hand Grade 2

39. Introduction of Revised Pathology Collector Structure

39.1 From FFPPOA 1 July 2021, Employees classified as Pathology Collectors will translate to the new Pathology Collector classification structure as follows:

Current classification	New classification
Pathology Collector in Training	Pathology Collector Grade 1
Pathology Collector Grade 1	Pathology Collector Grade 2
	Pathology Collector (Mobile Collector)
	Pathology Collector Grade 3
Pathology Collector Grade 2	Pathology Collector Grade 4

39.2 Within 3 months of the commencement of the Agreement, the Employers will review the existing Employees classified as Pathology Collector and confirm in writing to those Employees:

- (a) to which classification they have translated, effective from FFPPOA 1 July 2021
- (b) whether their duties change as a result of the translation
- (c) back payment of wages (if any) effective from FFPPOA 1 July 2021

39.3 Where an Employee disagrees with this re-classification, in the first instance the dispute will be dealt with by the AIC. If the matter remains in dispute, it will be dealt with in accordance with Section 1 clause 17 (Dispute Resolution Procedure).

40. Introduction of Revised Allied Health Assistant Classification Structure

40.1 From FFPPOA 1 July 2021, Employees classified as Allied Health Assistants, Dietary Supervisor, Instructor Trades, Orthotic Technician or Social Worker/Welfare Aide will translate to the new Allied Health Assistant classification structure as follows:

Current classification	New classification
<ul style="list-style-type: none"> • Allied Health Assistant Grade 1 (Unqualified) • Dietary Supervisor • Instructor Trades (Unqualified) 	Allied Health Assistant Grade 1

<ul style="list-style-type: none"> • Social Worker/Welfare Aide • Orthotic Technician Grade 1 	
<ul style="list-style-type: none"> • Allied Health Assistant Grade 2 (Qualified) • Instructor Trades (Qualified) 	Allied Health Assistant Grade 2
<ul style="list-style-type: none"> • Allied Health Assistant Grade 3 (Qualified) • Orthotic Technician Grade 2 • Orthotic Technician Grade 3 • Orthotic Technician Grade 4 • Orthotic Technician Grade 5 	Allied Health Assistant Grade 3

40.2 Within 3 months of the commencement of the Agreement, the Employers will review the existing Employees classified as Allied Health Assistant and confirm in writing to the those Employees:

- (a) to which classification they have translated, effective from FFPPOA 1 July 2021
- (b) whether their duties change as a result of the translation
- (c) back payment of wages (if any) effective from FFPPOA 1 July 2021

40.3 Where an Employee disagrees with this re-classification, in the first instance the dispute will be dealt with by the AIC. If the matter remains in dispute, it will be dealt with in accordance with Section 1 clause 17 (Dispute Resolution Procedure).

40.4 Allied Health Assistant Review

- (a) The VHIA and HWU (together with equal representation from their respective memberships) will undertake a review of the Allied Health Assistant structure to examine duties associated with the Certificate IV in Training & Assessment and other emerging Allied Health Assistant duties and responsibilities (including NDIS).
- (b) The review process in clause 40.4(a) will commence in 2022 and will include consultation with Allied Health Assistant Victorian Network (AHAVN).

41. Introduction of Revised Health Care Worker Classification Structure

41.1 From 1 April 2022, Employers will commence the review of all Health Care Workers against the new Health Care Worker classification structure provided in **Schedule 2D**.

41.2 By no later than 1 July 2022, Employers will review the existing Employees classified as Health Care Worker and confirm in writing to those Employees:

- (a) to which classification they have translated, effective from FFPPOA 1 July 2022

(b) whether their duties change as a result of the translation

41.3 Where an Employee disagrees with this re-classification, in the first instance the dispute will be dealt with by the AIC. If the matter remains in dispute, it will be dealt with in accordance with Section 1 clause 17 (Dispute Resolution Procedure).

42. Dental Assistants Working in Mobile Dental Programs

42.1 Where a Dental Assistant is required by their Employer to work off-site as part of a mobile dental program (e.g. Smile Squad), the Dental Assistant:

- (a) will be paid no less than if the work was performed on-site for the Employer;
- (b) will be paid for the travel time to and from their substantive workplace and the program site;
- (c) will not be disadvantaged with respect to the accrual of leave or the accrual of service (including Long Service Leave continuity and Personal Leave portability)

42.2 For the purpose of this clause, **off-site** means mobile unit/vehicle or external premises, including schools or other community centres that aren't premises of the Employer.

43. Wage Skill Group 1 Translation

43.1 Employees with three months (or more) experience in classifications at Wage Skill Level 1 (in the classifications outlined below) will automatically progress to Wage Skill Level 2.

Classifications	
Food and Domestic Services Assistant	Cleaner/Patient Transport Assistant
Laundry Hand	Laboratory Assistant Grade 1
Social Worker/Welfare Aide	Orthotic Technician Grade 1
Handyperson (Unqualified)	Car Park Attendant
All other Employees (not provided for elsewhere engaged under pay code KM1)	

44. Introduction of Lifestyle Assistant and Complimentary Therapies Worker Structure

44.1 From 1 April 2022, Employers will commence the review of Employees to determine whether any Employees ought to be reclassified to Lifestyle Assistant or Complimentary Therapies Worker classifications in accordance with **Schedule 2D**.

44.2 By no later than 1 July 2022, Employers will review the existing Employees that ought to be reclassified as Lifestyle Assistant or Complimentary Therapies Worker and confirm in writing to those Employees:

- (a) to which classification they have translated, effective from FFPPOA 1 July 2022
- (b) whether their duties change as a result of the translation

44.3 Where an Employee disagrees with this re-classification, in the first instance the dispute will be dealt with by the AIC. If the matter remains in dispute, it will be dealt with in accordance with Section 1 clause 17 (Dispute Resolution Procedure).

45. Dual Part-Time Appointments

A person engaged in two classifications on a part-time basis will be paid at the appropriate classification rate for the actual hours worked in each classification.

46. Clinical Services Enhancement/Job Rotation

This clause only applies to Dental Assistants employed by DHSV.

- 46.1** In order to achieve (or maximise) clinical delivery outcomes and priorities, an Employee will be available to transfer through all clinical areas as determined by operations/department/unit managers/clinical coordinators.
- 46.2** A Dental Assistant may be rotated for the purpose of clinical skill enhancement, training in clinical and related procedures and personal career development.
- 46.3** By mutual agreement, a Dental Assistant may be rotated for the purpose of targeting resources to rural regions of greatest need. Reimbursement of expenses, excess travelling time and/or cents per kilometre (as per the Employer's policy) will, if applicable, apply to such rotations.

47. Review of Pharmacy Technician Structure

- 47.1** VHIA and the HWU agree to review the Pharmacy Technician structure during the life of the Agreement.

PART J – WORKPLACE RIGHTS

48. Staffing Flexibility (DHSV)

This clause only applies to Dental Assistants employed by DHSV.

- 48.1** The Employer may direct an Employee to carry out duties that are incidental and peripheral to the work normally performed, where those duties are within the Employee's skill, competence and training and are consistent with the classification structure.
- 48.2** The parties recognise the optimum staffing arrangement is for a Dental Assistant to work with a dedicated Dental Therapist whilst performing clinical duties. The Employer will continue to work towards implementing the optimum staffing arrangement.

- 48.3** There will be circumstances (for example short term unplanned absences) that necessitate a Dental Assistant working temporarily in a two-Dental Therapist-to-one-Dental Assistant staffing configuration. In such circumstances, Employees will be flexible in relation to staffing arrangements.

49. Amenities

This clause does not apply to Mobile Dental Assistants employed by DHSV or Ballarat Health Service.

- 49.1** Dressing rooms, rest rooms, bathrooms or shower rooms and lunchrooms will be provided for non-resident Employees.
- 49.2** Suitable, healthy accommodation will be provided for resident Employees.

SCHEDULE 2B – WAGE RATES

PART 1: WAGE RATES FOR HEALTH AND ALLIED HEALTH EMPLOYEES

The following weekly rates of pay apply only to Health and Allied Health Employees (whose employment is covered by the classifications set out in Part 1 of **Schedule 2D** of this Agreement).

Classification	Year	Pay Code	Skill Level	Current	FFPPOA 1 July 2021	FFPPOA 1 July 2022	FFPPOA 1 July 2023	FFPPOA 1 July 2024
FOOD SERVICES								
Food and Domestic Assistant Grade 1		HA1	1	\$900.70	\$906.20	\$911.70	\$917.20	\$922.80
Food and Domestic Assistant Grade 2		HA18	2	\$930.50	\$955.10	\$979.70	\$1,004.30	\$1,029.00
Other Cook		GS5	3	\$930.50	Cook Grade 1			
Cook Grade 1			3	N/A	\$971.90	\$1,023.40	\$1,074.70	\$1,096.20
Dietary Supervisor		GR1		\$950.60	Allied Health Assistant Grade 1			
Cook Employed Alone		GR2	4	\$950.60	\$987.00	Cook Grade 2		
Pastry Cook (Other)		GS2	4	\$950.60	\$987.00			
Diet Cook		GR7	4	\$950.60	\$987.00			
Sweets Cook		GR8	4	\$950.60	\$987.00			
Cook Grade 2			4	N/A	N/A	\$1,076.60	\$1,139.60	\$1,202.70
Food Monitor		GS6	4	\$960.30	\$1,020.90	\$1,081.50	\$1,142.10	\$1,202.70
Second Cook Grade D		RH2	5	\$1,012.60	\$1,075.60	\$1,138.60	\$1,201.60	\$1,264.50
Second Cook Grade C		RH3	5	\$1,030.50	\$1,089.00	\$1,147.50	\$1,206.00	\$1,264.50
Second Cook Grade B		RH4	5	\$1,054.60	\$1,107.10	\$1,159.60	\$1,212.10	\$1,264.50
Second Cook Grade A		RH5	5	\$1,109.90	\$1,148.60	\$1,187.30	\$1,226.00	\$1,264.50

SCHEDULE 2B – WAGE RATES

PART 1: WAGE RATES FOR HEALTH AND ALLIED HEALTH EMPLOYEES

SECTION 2 – HEALTH & ALLIED SERVICES EMPLOYEES AND DENTAL ASSISTANTS

Classification	Year	Pay Code	Skill Level	Current	FFPPOA 1 July 2021	FFPPOA 1 July 2022	FFPPOA 1 July 2023	FFPPOA 1 July 2024
Trade Cook		GR3	5	\$1,012.60	Cook Grade 3			
Pastry Cook (Trades)		GS1	5	\$1,012.60				
Cook Grade 3			5	N/A	\$1,075.60	\$1,147.50	\$1,212.10	\$1,264.50
Chef Grade D		RG6	6	\$1,030.50	\$1,114.90	\$1,199.30	\$1,283.70	\$1,368.10
Chef Grade C		RG7	6	\$1,054.60	\$1,133.00	\$1,211.40	\$1,289.80	\$1,368.10
Chef Grade B		RG8	6	\$1,109.90	\$1,174.50	\$1,239.10	\$1,303.70	\$1,368.10
Chef Grade A		RG9	6	\$1,160.00	\$1,212.00	\$1,264.00	\$1,316.00	\$1,368.10
Food Services Supervisor		FS1	7	\$1,160.00	\$1,223.40	\$1,286.80	\$1,350.20	\$1,413.50
Apprentice Cook Yr 1		LE1		\$556.93	\$591.60	\$631.10	\$666.70	\$695.50
Apprentice Cook Yr 2		LE2		\$658.19	\$699.10	\$745.90	\$787.90	\$821.90
Apprentice Cook Yr 3		LE3		\$810.08	\$860.50	\$918.00	\$969.70	\$1,011.60
Apprentice Cook Yr 4		LE4		\$961.97	\$1,021.80	\$1,090.10	\$1,151.50	\$1,201.30
GENERAL SERVICES								
Car Park Attendant Grade 1		KF9	1	\$900.70	\$906.20	\$911.70	\$917.20	\$922.80
Car Park Attendant Grade 2		KF10	2	\$930.50	\$955.10	\$979.70	\$1,004.30	\$1,029.00
Cleaner/Patient Transport Assistant Grade 1		IJ1	1	\$900.70	\$906.20	\$911.70	\$917.20	\$922.80
Cleaner/Patient Transport Assistant Grade 2		U18	2	\$930.50	\$955.10	\$979.70	\$1,004.30	\$1,029.00
Cleaner Grade 3		JN1	3	\$930.50	\$971.90	\$1,013.30	\$1,054.70	\$1,096.20
Driver <1.25 tonnes		JJ9	2	\$950.60	\$969.60	\$989.00	\$1,008.80	\$1,029.00
Driver 1.25-3.0 Tonnes		JJ8	3	\$980.60	\$1,009.50	\$1,038.40	\$1,067.30	\$1,096.20
Driver Articulated 12-13 Tonnes		JJ4	5	\$1,012.60	\$1,075.60	\$1,138.60	\$1,201.60	\$1,264.50

SCHEDULE 2B – WAGE RATES

PART 1: WAGE RATES FOR HEALTH AND ALLIED HEALTH EMPLOYEES

SECTION 2 – HEALTH & ALLIED SERVICES EMPLOYEES AND DENTAL ASSISTANTS

Classification	Year	Pay Code	Skill Level	Current	FFPPOA 1 July 2021	FFPPOA 1 July 2022	FFPPOA 1 July 2023	FFPPOA 1 July 2024
Driver Over 3 Tonnes		JJ7	4	\$1,012.60	\$1,060.10	\$1,107.60	\$1,155.10	\$1,202.70
Gardener (Non-Trade)		JP5	3	\$930.50	\$971.90	\$1,013.30	\$1,054.70	\$1,096.20
Gardener Trade		GF6	6	\$1,012.60	\$1,101.50	\$1,190.40	\$1,279.30	\$1,368.10
Gardener Advanced		GO1	7	\$1,054.60	\$1,144.30	\$1,234.00	\$1,323.70	\$1,413.50
Garden Superintendent		GM5	7	\$1,160.00	\$1,223.40	\$1,286.80	\$1,350.20	\$1,413.50
General Services Supervisor		GN1	7	\$1,160.00	\$1,223.40	\$1,286.80	\$1,350.20	\$1,413.50
Handyperson (Unqual)		KH7	3	\$930.50	\$949.60	\$998.50	\$1,047.40	\$1,096.20
Handyperson Trade		GH1	6	\$1,012.60	\$1,101.50	\$1,190.40	\$1,279.30	\$1,368.10
Handyperson Advanced		GL6	7	\$1,054.60	\$1,144.30	\$1,234.00	\$1,323.70	\$1,413.50
Hospital Attendant		KG4	4	\$950.60	\$1,013.60	\$1,076.60	\$1,139.60	\$1,202.70
Laundryhand Grade 1		HK6	1	\$913.60	\$915.90	\$918.20	\$920.50	\$922.80
Laundryhand Grade 2		HK19	2	\$930.50	\$955.10	\$979.70	\$1,004.30	\$1,029.00
Patient Services Assistant Level 1		PS21	3	\$950.60	\$987.00	\$1,023.40	\$1,059.80	\$1,096.20
Patient Services Assistant Level 2		PS25	4	\$980.60	\$1,030.60	\$1,080.60	\$1,130.60	\$1,165.50
Printer Trade		GH6	6	\$1,012.60	\$1,101.50	\$1,190.40	\$1,279.30	\$1,368.10
Printer Advanced		GM1	7	\$1,054.60	\$1,144.30	\$1,234.00	\$1,323.70	\$1,413.50
Security Officer Grade 1		GF22	5	\$1,012.60	\$1,075.60	\$1,138.60	\$1,201.60	\$1,264.50
Security Officer Grade 2		GF23	6	\$1,030.50	\$1,114.90	\$1,199.30	\$1,283.70	\$1,368.10
Security Officer Grade 3		GF24	7	\$1,054.60	\$1,144.30	\$1,234.00	\$1,323.70	\$1,413.50
Storeperson		JQ8	2	\$930.50	\$955.10	\$979.70	\$1,004.30	\$1,029.00
Storeperson Alone		JR3	3	\$950.60	\$987.00	\$1,023.40	\$1,059.80	\$1,096.20
Storeperson Advance		GK6	4	\$1,012.60	\$1,060.10	\$1,107.60	\$1,155.10	\$1,202.70

SCHEDULE 2B – WAGE RATES

PART 1: WAGE RATES FOR HEALTH AND ALLIED HEALTH EMPLOYEES

SECTION 2 – HEALTH & ALLIED SERVICES EMPLOYEES AND DENTAL ASSISTANTS

Classification	Year	Pay Code	Skill Level	Current	FFPPOA 1 July 2021	FFPPOA 1 July 2022	FFPPOA 1 July 2023	FFPPOA 1 July 2024
TECHNICAL, CLINICAL AND PERSONAL CARE								
All other Employees		KM18	2	\$930.50	\$955.10	\$979.70	\$1,004.30	\$1,029.00
Allied Health Assistant Grade 1		TB1	3	\$981.10	\$1,009.90	\$1,038.70	\$1,067.50	\$1,096.20
Allied Health Assistant Grade 2		TB2	4	\$1,111.10	\$1,133.30	\$1,156.00	\$1,179.10	\$1,202.70
Allied Health Assistant Grade 3		TB3	5	\$1,168.20	\$1,191.60	\$1,215.40	\$1,239.70	\$1,264.50
Instructor Trades (Unqualified)		IG4		\$980.60	Allied Health Assistant Grade 1			
Instructor Trades (Qualified)		IG1		\$1,109.90	Allied Health Assistant Grade 2			
Instructor Trades (Qualified)		IG2		\$1,160.00	Allied Health Assistant Grade 2			
Anaesthetic Technician Grade 1		TF6	5	\$1,139.80	\$1,170.98	\$1,202.15	\$1,233.33	\$1,264.50
Anaesthetic Technician Grade 2		TF10	6	\$1,206.00	\$1,246.53	\$1,287.05	\$1,327.58	\$1,368.10
Anaesthetic Technician Grade 3		TF14	7	\$1,282.60	\$1,315.33	\$1,348.05	\$1,380.78	\$1,413.50
Anaesthetic Technician Grade 4		TF18	8	\$1,348.30	\$1,425.30	\$1,502.30	\$1,579.30	\$1,847.70
Complementary Therapies Worker Gr.1			4	N/A	\$1,133.30	\$1,156.00	\$1,179.10	\$1,202.70
Complementary Therapies Worker Gr. 2			5	N/A	\$1,191.60	\$1,215.40	\$1,239.70	\$1,264.50
Complementary Therapies Worker Gr. 3			6	N/A	\$1,289.20	\$1,315.00	\$1,341.30	\$1,368.10
Dental Maintenance Technician			7	\$1,370.70	\$1,381.40	\$1,392.10	\$1,402.80	\$1,413.50
Health Care Worker Grade 1		PW11	3	\$950.60	\$987.00	\$1,023.40	\$1,059.80	\$1,096.20
Health Care Worker Grade 2		CW11	4	\$990.90	\$1,043.90	\$1,096.90	\$1,149.90	\$1,202.70
Health Care Worker Grade 3		WP11	5	\$1,030.50	\$1,089.00	\$1,147.50	\$1,206.00	\$1,264.50
Instrument Technician Grade 1		TD18	3	\$930.50	\$971.90	\$1,013.30	\$1,054.70	\$1,096.20
Instrument Technician Grade 2		TD19	4	\$976.90	\$1,048.80	\$1,120.70	\$1,192.60	\$1,264.50
Instrument Technician Grade 3		TD20	5	\$1,106.80	\$1,172.13	\$1,237.46	\$1,302.79	\$1,368.10

SCHEDULE 2B – WAGE RATES

PART 1: WAGE RATES FOR HEALTH AND ALLIED HEALTH EMPLOYEES

SECTION 2 – HEALTH & ALLIED SERVICES EMPLOYEES AND DENTAL ASSISTANTS

Classification	Year	Pay Code	Skill Level	Current	FFPPOA 1 July 2021	FFPPOA 1 July 2022	FFPPOA 1 July 2023	FFPPOA 1 July 2024
Instrument Technician Grade 4		TD21	6	\$1,163.90	\$1,214.95	\$1,266.00	\$1,317.05	\$1,413.50
Instrument Technician Grade 5		TD22	7	\$1,263.90	\$1,326.73	\$1,389.56	\$1,452.39	\$1,515.20
Dual Qualified Technician		TD23	8	\$1,436.40	\$1,513.40	\$1,590.40	\$1,667.40	\$1,847.70
Laboratory Assistant Grade 1		IV18	3	\$930.50	\$971.90	\$1,013.30	\$1,054.70	\$1,096.20
Laboratory Assistant Grade 2		IV8	4	\$950.60	\$1,013.60	\$1,076.60	\$1,139.60	\$1,202.70
Laboratory Assistant Grade 3		IV9	5	\$960.30	\$1,036.40	\$1,112.50	\$1,188.60	\$1,264.50
Leisure and Lifestyle Assistant Grade 1			3	N/A	\$1,032.90	\$1,053.60	\$1,074.70	\$1,096.20
Leisure and Lifestyle Assistant Grade 2			4	N/A	\$1,133.30	\$1,156.00	\$1,179.10	\$1,202.70
Leisure and Lifestyle Assistant Grade 3			5	N/A	\$1,191.60	\$1,215.40	\$1,239.70	\$1,264.50
Orthotic Technician Grade 1		JH7		\$900.70	Move to Allied Health Assistant Grade 1			
Orthotic Technician Grade 2		JH8		\$930.50				
Orthotic Technician Grade 3		JH9		\$950.60				
Orthotic Technician Grade 4		JI1		\$990.90				
Orthotic Technician Grade 5		JI2		\$1,030.50				
					Move to Allied Health Assistant Grade 3			
Pathology Collector Grade 1		ID1	3	\$962.00	\$995.60	\$1,029.20	\$1,062.80	\$1,096.20
Pathology Collector Grade 2		ID2	4	\$1,012.60	\$1,060.10	\$1,107.60	\$1,155.10	\$1,202.70
Pathology Collector Grade 3		ID4	5	\$1,054.60	\$1,107.10	\$1,159.60	\$1,212.10	\$1,264.50
Pathology Collector Grade 4			6	N/A	\$1,289.20	\$1,315.00	\$1,341.30	\$1,368.10
Pathology Collector Reliever/Mobile Collector			7	N/A	\$1,332.00	\$1,358.60	\$1,385.80	\$1,413.50
Pathology Technician Grade 1		IC5	3	\$990.90	\$1,017.20	\$1,043.50	\$1,069.80	\$1,096.20
Pathology Technician Grade 2		IC2	4	\$1,054.60	\$1,091.60	\$1,128.60	\$1,165.60	\$1,202.70
Patient Transport Officer Grade 1		PT20	4	\$980.60	\$1,036.10	\$1,091.60	\$1,147.10	\$1,202.70

SCHEDULE 2B – WAGE RATES

PART 1: WAGE RATES FOR HEALTH AND ALLIED HEALTH EMPLOYEES

SECTION 2 – HEALTH & ALLIED SERVICES EMPLOYEES AND DENTAL ASSISTANTS

Classification	Year	Pay Code	Skill Level	Current	FFPPOA 1 July 2021	FFPPOA 1 July 2022	FFPPOA 1 July 2023	FFPPOA 1 July 2024
Patient Transport Officer Grade 2		PT21	5	\$990.90	\$1,059.30	\$1,127.70	\$1,196.10	\$1,264.50
Patient Transport Officer Grade 3		PT22	7	\$1,012.60	\$1,112.90	\$1,213.20	\$1,313.50	\$1,413.50
Pharmacy Technician Grade 1		TF1	3	\$976.90	\$1,006.70	\$1,036.50	\$1,066.30	\$1,096.20
Pharmacy Technician Grade 2		TH6	4	\$1,106.80	\$1,130.80	\$1,154.80	\$1,178.80	\$1,202.70
Pharmacy Technician Grade 3		TH10	5	\$1,163.90	\$1,189.10	\$1,214.30	\$1,239.50	\$1,264.50
Pharmacy Technician Grade 4		TH14	6	\$1,263.90	\$1,289.20	\$1,315.00	\$1,341.30	\$1,368.10
Social Worker/Welfare Aide		IF5		\$930.50	Move to Allied Health Assistant Grade 1			
Technical, Therapy & Personal Care Supervisor		ID5	7	\$1,160.00	\$1,223.40	\$1,286.80	\$1,350.20	\$1,413.50
Theatre Technician Grade 1		HH19	3	\$1,022.80	\$1,067.80	\$1,077.30	\$1,086.80	\$1,096.20
Theatre Technician Grade 2		HH20	4	\$1,152.70	\$1,180.70	\$1,208.70	\$1,236.70	\$1,264.50
Theatre Technician Grade 3		HH21	5	\$1,209.70	\$1,249.30	\$1,288.90	\$1,328.50	\$1,368.10
Theatre Technician Grade 4		HH22	6	\$1,305.90	\$1,332.00	\$1,358.60	\$1,385.80	\$1,413.50
Theatre Technician Grade 5		HH23	7	\$1,399.80	\$1,427.80	\$1,456.40	\$1,485.50	\$1,515.20
Liver Transplant Technologist (Austin Health only)			8	\$1,539.78	\$1,616.80	\$1,693.80	\$1,770.80	\$1,847.70

SCHEDULE 2B – WAGE RATES

PART 1: WAGE RATES FOR HEALTH AND ALLIED HEALTH EMPLOYEES

PART 2: WAGE RATES FOR DENTAL ASSISTANTS**Table A: Dental Assistants employed by DHSV or Ballarat Health Service**

The following annual salaries apply only to Dental Assistants (whose employment is covered by the classifications set out in Part 2 of **Schedule 2D** of this Agreement and who are employed by DHSV or Ballarat Health Service). The rates specified are inclusive of annual leave loading, allowances (other than shift allowances), additional payments and extra payments associated with the function performed. Authorised overtime and shift allowances are paid separately.

Classification		Pay code	FFPPOA 1 July 2021	FFPPOA 1 July 2022	FFPPOA 1 July 2023	FFPPOA 1 July 2024	FFPPOA 1 July 2021
Grade 1 Dental Assistant	Newly Qualified	1.1	\$50,035.31	\$51,036.00	\$52,056.70	\$53,097.80	\$54,159.80
Grade 2 Dental Assistant	Progression by annual performance appraisal process	2.1	\$51,182.67	\$52,206.30	\$53,250.40	\$54,315.40	\$55,401.70
		2.2	\$53,477.40	\$54,546.90	\$55,637.80	\$56,750.60	\$57,885.60
		2.3	\$54,624.76	\$55,717.30	\$56,831.60	\$57,968.20	\$59,127.60
		2.4	\$55,772.13	\$56,887.60	\$58,025.40	\$59,185.90	\$60,369.60
		2.5	\$58,066.85	\$59,228.20	\$60,412.80	\$61,621.10	\$62,853.50
Grade 3 • Dental Assistant – Coach • Oral Health Educator	By appointment only	3.1	\$63,908.25	\$65,186.40	\$66,490.10	\$67,819.90	\$69,176.30
		3.2	\$65,114.07	\$66,416.40	\$67,744.70	\$69,099.60	\$70,481.60
Grade 4 – Senior Dental Assistant	By appointment only	4.1	\$67,525.72	\$68,876.20	\$70,253.70	\$71,658.80	\$73,092.00
		4.2	\$69,937.36	\$71,336.10	\$72,762.80	\$74,218.10	\$75,702.50

Table B: Dental Assistants employed by Employers other than DHSV and Ballarat Health Service

The following weekly rates of pay apply only to Dental Assistants (whose employment is covered by the classifications set out in Part 2 of **Schedule 2D** of this Agreement and who are employed by an Employer **other than** DHSV or Ballarat Health Service).

Classification		Pay code	Current	FFPPOA 1 July 2021	FFPPOA 1 July 2022	FFPPOA 1 July 2023	FFPPOA 1 July 2024
Dental Assistant Trainee			\$500.70	\$510.70	\$520.90	\$531.30	\$541.90
Grade 1 Dental Assistant	Newly Qualified (first 12 months)	1.1	\$948.00	\$967.00	\$986.30	\$1,006.00	\$1,026.10
Grade 2 Dental Assistant	Progression by annual performance appraisal process	2.1	\$969.70	\$989.10	\$1,008.90	\$1,029.10	\$1,049.70
		2.2	\$1,013.20	\$1,033.50	\$1,054.20	\$1,075.30	\$1,096.80
		2.3	\$1,035.00	\$1,055.70	\$1,076.80	\$1,098.30	\$1,120.30
		2.4	\$1,056.80	\$1,077.90	\$1,099.50	\$1,121.50	\$1,143.90
		2.5	\$1,100.20	\$1,122.20	\$1,144.60	\$1,167.50	\$1,190.90
Grade 3 Dental Assistant	By appointment only	3.1	\$1,210.90	\$1,235.10	\$1,259.80	\$1,285.00	\$1,310.70
		3.2	\$1,210.90	\$1,235.10	\$1,259.80	\$1,285.00	\$1,310.70
Grade 4 Senior Dental Assistant	By appointment only	4.1	\$1,279.40	\$1,305.00	\$1,331.10	\$1,357.70	\$1,384.90
		4.2	\$1,325.10	\$1,351.60	\$1,378.60	\$1,406.20	\$1,434.30

SCHEDULE 2C - ALLOWANCES

PART 1: HEALTH AND ALLIED SERVICES EMPLOYEES AND DENTAL ASSISTANTS (OTHER THAN DHSV AND BALLARAT HEALTH SERVICE)

The following allowances apply only to Health and Allied Services Employees (whose employment is covered by the classifications set out in **Part 1** and **Part 2** of **Schedule 2D** of this Agreement and who are employed by an Employer **other than** DHSV or Ballarat Health Service).

Allowance	Current	FFPPOA 1 July 2021	FFPPOA 1 July 2022	FFPPOA 1 July 2023	FFPPOA 1 July 2024
Experience Payments - For all other classifications					
After 1 years' experience	\$7.30	\$7.45	\$7.59	\$7.75	\$7.90
After 2 years' experience	\$14.40	\$14.69	\$14.98	\$15.28	\$15.59
After 3 years' experience	\$23.20	\$23.66	\$24.14	\$24.62	\$25.11
After 4 years' experience	\$24.60	\$25.09	\$25.59	\$26.11	\$26.63
Completed apprenticeship or issued with trade certificate					
After 1 years' experience	\$10.40	\$10.61	\$10.82	\$11.04	\$11.26
After 2 years' experience	\$18.60	\$18.97	\$19.35	\$19.74	\$20.13
After 3 years' experience	\$23.20	\$23.66	\$24.14	\$24.62	\$25.11
After 4 years' experience	\$24.60	\$25.09	\$25.59	\$26.11	\$26.63
Shift Allowances					
Morning Shift	\$24.00	\$24.48	\$24.97	\$25.47	\$25.98
Afternoon Shift	\$24.00	\$24.48	\$24.97	\$25.47	\$25.98
Night Shift	\$60.70	\$61.91	\$63.15	\$64.42	\$65.70
Permanent Night Shift	\$69.60	\$70.99	\$72.41	\$73.86	\$75.34
Change of Shift	\$38.40	\$39.17	\$39.95	\$40.75	\$41.57
Change of Roster	\$24.00	\$24.48	\$24.97	\$25.47	\$25.98
On Call Allowance	\$24.00	\$44.00	\$44.88	\$45.78	\$46.69
On Call Allowance Weekend/Public Holidays (Technicians)	N/A	\$66.10	\$68.10	\$70.10	\$72.20
On-Call Allowance (Liver Transplant Technologist)	N/A	\$70.10	\$72.20	\$73.64	\$75.12
Meal Allowance					
After 1 hour of shift	\$15.10	\$15.40	\$15.71	\$16.02	\$16.34
After 4 hours of shift	\$12.10	\$12.34	\$12.59	\$12.84	\$13.10

SCHEDULE 2C - ALLOWANCES

PART 1: HEALTH AND ALLIED SERVICES EMPLOYEES AND DENTAL ASSISTANTS (OTHER THAN DHSV AND BALLARAT HEALTH SERVICE)

SECTION 2 – HEALTH & ALLIED SERVICES EMPLOYEES AND DENTAL ASSISTANTS

Allowance	Current	FFPPOA 1 July 2021	FFPPOA 1 July 2022	FFPPOA 1 July 2023	FFPPOA 1 July 2024
After 5 hours on a Sat, Sun or RDO	\$15.10	\$15.40	\$15.71	\$16.02	\$16.34
After 9 hours on a Sat, Sun or RDO	\$12.10	\$12.34	\$12.59	\$12.84	\$13.10
Uniform Allowance					
Amount per day	\$2.04	\$2.08	\$2.12	\$2.16	\$2.21
Amount per week	\$10.31	\$10.52	\$10.73	\$10.94	\$11.16
Laundry Allowance					
Amount per day	\$0.50	\$0.51	\$0.52	\$0.53	\$0.54
Amount per week	\$2.43	\$2.48	\$2.53	\$2.58	\$2.63
Vehicle Allowances					
Motor Vehicles (cents per kms)					
Under 5 Cyl	\$0.91	\$0.93	\$0.95	\$0.97	\$0.99
5 Cyl and over	\$1.18	\$1.20	\$1.23	\$1.25	\$1.28
Motor Cycles (per kms)					
Under 250 cc	\$0.40	\$0.41	\$0.42	\$0.42	\$0.43
250cc and over	\$0.53	\$0.54	\$0.55	\$0.56	\$0.57
Bicycles (per kms)	\$0.14	\$0.14	\$0.15	\$0.15	\$0.15
Other Allowances					
Certificate Allowance - Pathology Technician	\$77.80	\$79.36	\$80.94	\$82.56	\$84.21
Lead Apron	N/A	\$8.00	\$8.24	\$8.49	\$8.74
Tow Motor Driver Allowance per day	\$3.60	\$3.67	\$3.75	\$3.82	\$3.90
Tools Allowance - Chef and Cooks per week	\$16.70	\$17.03	\$17.37	\$17.72	\$18.08

SCHEDULE 2C - ALLOWANCES

PART 1: HEALTH AND ALLIED SERVICES EMPLOYEES AND DENTAL ASSISTANTS (OTHER THAN DHSV AND BALLARAT HEALTH SERVICE)

PART 2: DENTAL ASSISTANTS

The following allowances apply only to Dental Assistants (whose employment is covered by the classifications set out in **Part 2 of Schedule 2D** of this Agreement and who are employed by DHSV or Ballarat Health Service).

Allowance	Current	FFPPOA 1 July 2021	FFPPOA 1 July 2022	FFPPOA 1 July 2023	FFPPOA 1 July 2024
Shift Allowances					
Morning Shift	\$24.00	\$24.48	\$24.97	\$25.47	\$25.98
Afternoon Shift	\$24.00	\$24.48	\$24.97	\$25.47	\$25.98
Night Shift	\$60.70	\$61.91	\$63.15	\$64.42	\$65.70
Permanent Night Shift	\$69.60	\$70.99	\$72.41	\$73.86	\$75.34
Change of Shift	\$38.40	\$39.17	\$39.95	\$40.75	\$41.57
Change of Roster	\$24.00	\$24.48	\$24.97	\$25.47	\$25.98
On-Call Allowance	\$24.00	\$24.48	\$24.97	\$25.47	\$25.98
Meal Allowance					
After 1 hour of shift	\$10.80	\$11.02	\$11.24	\$11.46	\$11.69
After 4 hours of shift	\$8.70	\$8.87	\$9.05	\$9.23	\$9.42
After 5 hours on a Sat, Sun or RDO	\$10.80	\$11.02	\$11.24	\$11.46	\$11.69
After 9 hours on a Sat, Sun or RDO	\$8.70	\$8.87	\$9.05	\$9.23	\$9.42
Laundry Allowance					
Amount per day	\$0.40	\$0.41	\$0.42	\$0.42	\$0.43
Amount per week	\$2.10	\$2.14	\$2.18	\$2.23	\$2.27
Vehicle Allowances					
Motor Vehicles (per kms)					
Under 5 Cyl	\$0.82	\$0.84	\$0.85	\$0.87	\$0.89
5 Cyl and over	\$1.00	\$1.02	\$1.04	\$1.06	\$1.08
Motor Cycles (per kms)					
Under 250 cc	\$0.36	\$0.37	\$0.37	\$0.38	\$0.39
250cc and over	\$0.48	\$0.49	\$0.50	\$0.51	\$0.52

SCHEDULE 2D – CLASSIFICATION STRUCTURE

PART 1: HEALTH AND ALLIED SERVICES EMPLOYEES CLASSIFICATION STRUCTURE

Schedule A—Classification Definitions

A.1 Support Services employees—definitions

A.1.1 Support Services employee—level 1—entry level:

An employee with less than 3 months 'work experience in the industry and who performs basic duties.

(a) An employee at this level:

- (i) works within established routines, methods and procedures;
- (ii) has minimal responsibility, accountability or discretion;
- (iii) works under direct or routine supervision, either individually or in a team; and
- (iv) is not required to have previous experience or training.

(b) Indicative roles at this level are:

General services	Food services	Technical and clinical
Grade 1: Car park attendant Cleaner/Patient Transport Assistant Laundry hand	Grade 1: Food and domestic services assistant	

A.1.2 Support Services employee—level 2

(a) An employee at this level:

- (i) is capable of prioritising work within established routines, methods and procedures;

(ii) is responsible for work performed with a limited level of accountability or discretion;

(iii) works under limited supervision, either individually or in a team;

(iv) possesses sound communication skills; and

(v) requires specific on-the-job training and/or relevant skills training or experience.

(b) In addition to level 1, other indicative roles at this level are:

General services	Food services	Technical and clinical
Driver (less than 1.25 tonne)	Grade 2: Food and domestic services assistant	
Storeperson		
Grade 2: Car park attendant		
Cleaner/Patient Transport Assistant		
Laundry hand		

A.1.3 Support Services employee—level 3

(a) An employee at this level:

(i) is capable of prioritising work within established routines, methods and procedures;

(ii) is responsible for work performed with a medium level of accountability or discretion;

(iii) works under limited supervision, either individually or in a team;

(iv) possesses sound communication and/or arithmetic skills; and

(v) requires specific on-the-job training and/or relevant skills training or experience.

(b) Indicative roles performed at this level are:

General services	Food services	Technical and clinical
Cleaner Windows	Grade 1:	Grade 1:
Driver (1.25 - 3 tonne)	Cook	Technician
Gardener (Non – Trade)		Laboratory Assistant
Maintenance/Handyperson (unqualified)		Care Worker
Storeperson Alone		Allied Health Assistant
Grade 1:		Pathology Collector
Patient Services Assistant		Leisure and Lifestyle Assistant
		Dental Assistant Trainee

A.1.4 Support Services employee—level 4

(a) An employee at this level:

- (i) is capable of prioritising work within established policies, guidelines and procedures;
- (ii) is responsible for work performed with a medium level of accountability or discretion;
- (iii) works under limited supervision, either individually or in a team;
- (iv) possesses good communication, interpersonal and/or arithmetic skills; and
- (v) requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience at Certificate III level.

(b) Indicative roles performed at this level are:

General services	Food services	Technical and clinical
Driver (3 tonne and over)	Food Monitor	Grade 1:
Storeperson Advanced	Grade 2:	Complementary Therapist
Hospital Attendant	Cook	Dental Assistant
Grade 2:		Patient Transport Officer
Patient Services Assistant		Grade 2:

		Technician Laboratory Assistant Care Worker Allied Health Assistant Pathology Collector Leisure and Lifestyle Assistant
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A.1.5 Support Services employee—level 5

(a) An employee at this level:

- (i) is capable of functioning semi autonomously, and prioritising their own work within established policies, guidelines and procedures;
- (ii) is responsible for work performed with a substantial level of accountability;
- (iii) works either individually or in a team;
- (iv) may require basic computer knowledge or be required to use a computer on a regular basis;
- (v) possesses administrative skills and problem-solving abilities;
- (vi) possesses well developed communication, interpersonal and/or arithmetic skills; and
- (vii) requires substantial on-the-job training and may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

(b) Indicative roles performed at this level are:

General services	Food services	Technical and clinical
Driver Articulated (12 – 13 Tonnes) Grade 1: Security Officer	Second Cook Grade: A, B, C, D Grade 3: Cook	Grade 1: Anaesthetic Technician Grade 2: Complementary Therapist Dental Assistant

		Patient Transport Officer Grade 3: Technician Laboratory Assistant Care Worker Allied Health Assistant Pathology Collector Leisure and Lifestyle Assistant
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A.1.6 Support Services employee—level 6

(a) An employee at this level:

(i) is capable of functioning with a high level of autonomy, and prioritising their work within established policies, guidelines and procedures;

(ii) is responsible for work performed with a substantial level of accountability and responsibility;

(iii) works either individually or in a team;

(iv) may require comprehensive computer knowledge or be required to use a computer on a regular basis;

(v) possesses administrative skills and problem-solving abilities;

(vi) possesses well developed communication, interpersonal and/or arithmetic skills; and

(vii) may require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

(b) Indicative roles performed at this level are:

General services	Food services	Technical and clinical
Trade Printer Gardener Trade	Chef Grade: A, B, C, D	Grade 2: Anaesthetic technician

Maintenance/Handyperson Trade Grade 2: Security Officer		Grade 3: Complementary Therapist Dental Assistant Grade 4: Technician Pathology Collector
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A.1.7 Support Services employee—level 7

(a) An employee at this level:

- (i) is capable of functioning autonomously, and prioritising their work and the work of others within established policies, guidelines and procedures;
- (ii) is responsible for work performed with a substantial level of accountability and responsibility;
- (iii) may supervise the work of others, including work allocation, and guidance;
- (iv) works either individually or in a team;
- (v) may require comprehensive computer knowledge or be required to use a computer on a regular basis;
- (vi) possesses developed administrative skills and problem-solving abilities;
- (vii) possesses well developed communication, interpersonal and/or arithmetic skills; and
- (viii) may require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

(b) Indicative roles performed at this level are:

General services	Food services	Technical and clinical
General Services Supervisor Gardener Superintendent Dental Maintenance Technician Grade 3:	Food Services Supervisor	Mobile Pathology Collector. Grade 3: Anaesthetic Technician

Security Officer		Patient Transport Officer
Advanced:		Grade 4:
Gardener		Dental Assistant
Maintenance/Handyperson		Grade 5:
Printer		Technician
		Supervisor:
		Technical, Therapy & Personal Care

A.1.8 Support Services employee—level 8

(a) Employees at this level will typically have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to independently advise on a range of activities and features and contribute, as required, to the determination of objectives, within the relevant field/s of their expertise.

(b) They are responsible and accountable for their own work; and may have delegated responsibility for the work under their control or supervision, in terms of, inter alia, scheduling workloads, resolving operations problems, monitoring the quality of work produced as well as counselling staff for performance as well as work related matters.

(c) They would also be able to train and to supervise employees in lower levels by means of personal instruction and demonstration. They often exercise initiative, discretion and judgment in the performance of their duties.

(d) The possession of relevant post-secondary qualifications may be appropriate but not essential.

(e) Indicative typical duties and skills in this level may include:

General services	Food services	Technical and clinical
		Dual Qualified Technician
		Liver Transplant Technologist
		Grade 4:

Anaesthetic Technician

PART 2: DENTAL ASSISTANTS CLASSIFICATION STRUCTURE

Classification	Descriptor
Dental Assistant Trainee	An Employee who is either undertaking the first year of an accredited training programme, or equivalent programme, or during the first 12 months of employment not in an accredited or equivalent training programme.
Grade 1 – Newly Qualified Dental Assistant (1.1)	<p>Completed Certificate III in Dental Assisting;</p> <p>Demonstrated knowledge in basic aspects of Dental Assisting;</p> <p>Demonstrated willingness to take on feedback and learn effectively on the job;</p> <p>Demonstrate basic customer service skills, orientated towards patient centred care such as:</p> <ul style="list-style-type: none"> actively seeking information to understand patient circumstances, problems, expectations and needs and verifies understanding; promote honest and open communication with patients and their families, involves patient in discussions, listen actively; <p>Demonstrated ability to work successfully within a team environment;</p> <p>Demonstrated ability to work under supervision;</p> <p>Participates in clinical governance activities;</p>
Grade 2 – Experienced Dental Assistant (2.1 – 2.5)	<p>Dental Assistants at this level are considered to be experienced, working in more complex work environments and/or specialist areas;</p> <p>Grade 2 Dental Assistants have more than 12 months experience and are expected to be pro-active;</p> <p>Progression through the Grade 2 pay points occurs by way of annual performance assessment up to a maximum of pay point 2.5 at approximately 6 years of Dental Assistant experience;</p> <p>Demonstrated knowledge in all aspects of Dental Assisting;</p> <p>Demonstrated passion about continuing education, personal and professional learning and development;</p> <p>Consistently demonstrate advanced customer service skills orientated towards patient centred care and taking responsibility</p>

SCHEDULE 2D – CLASSIFICATION STRUCTURE

PART 2: DENTAL ASSISTANTS CLASSIFICATION STRUCTURE

Classification	Descriptor
	<p>for a patient’s safety, satisfaction and clinical outcomes including provision of appropriate responses to client enquiries and initial or low level complaints. Demonstrated behaviours include:</p> <p>shares information with patients and their families to build understanding of available healthcare services, options, risks and ways to attain optimum health and manages patient expectations;</p> <p>quickly responds to patient needs, takes opportunities to exceed patient needs but avoids over commitments; gains patient agreement to proposed solutions;</p> <p>takes the ‘HEAT’ – handles upset patients and patient families by hearing them out, empathizing, apologizing and taking personal responsibility for resolving problems.</p> <p>Demonstrates ability to work within a team and exercise sound communication skills;</p> <p>Dental Assistants have established and well defined procedures for performing tasks although some tasks may require the use of a number of acceptable methods or systems. The Dental Assistant will have a process for choosing the most suitable course of action where effective choice is guided by precedent, rules, policies, available facts, constraints and possible consequences and can be learned;</p> <p>Demonstrated ability to work within a team and exercise sound communication skills and proactively support other team members;</p> <p>Demonstrate flexibility in terms of task performance (and work location and hours of work where appropriate);</p> <p>Demonstrated ability to work under minimal supervision;</p> <p>Participate in clinical governance activities;</p>
<p>Grade 3 – Dental Assistant Coach</p> <p>(By Appointment then progression with performance appraisal)</p> <p>(3.1-3.2)</p>	<p>Completed Certificate IV Training and Assessment;</p> <p>Preferably more than 6 years’ experience as a Dental Assistant;</p> <p>Role is to coach and guide staff at a Grade 1 and 2 Level within the department or across multiple departments;</p> <p>In addition to the requirements as set out in Grade 1 and Grade 2 employees, a Dental Assistant Coach at Grade 3 is required to demonstrate the following skills and abilities:</p> <p>Experience in facilitating workshops and induction processes;</p>

Classification	Descriptor
	<p>Displays leadership and is a role model to newly qualified Dental Assistants;</p> <p>Effectively mentors, coaches and buddy's newly qualified Dental Assistants;</p> <p>Regularly provides feedback to Senior Dental Assistants on the progress of newly qualified Dental Assistants;</p> <p>Ensure the successful completion of trainee Dental Assistants by providing coaching, support and local assessments;</p> <p>Major role in clinical governance activities;</p>
<p>Grade 3 – Oral Health Educator</p> <p>(By Appointment then progression with performance appraisal)</p> <p>(3.1-3.2)</p>	<p>Level 3.1</p> <p>An Employee appointed to such a position who meets the following criteria:</p> <ul style="list-style-type: none"> • Completed Certificate IV in Dental Assisting (Oral health Promotion) • Implements individualised oral hygiene programs: <ul style="list-style-type: none"> ○ implements a prescribed oral health education program ○ demonstrates oral hygiene techniques to client/carer ○ provides appropriate advice on cariogenic foods and drinks ○ implements prescribed prevention programs • Implements an oral health promotion program: <ul style="list-style-type: none"> ○ delivers the program ○ develops strategies for target groups ○ integrates oral health promotion with targeted State and National health priorities • Implements an oral hygiene program for older people <ul style="list-style-type: none"> ○ assess the oral health needs of an older person ○ provides support for the maintenance of oral hygiene for older persons ○ implements practical solutions to promote oral health ○ maintains oral health of people in residential care

Classification	Descriptor
	<p>Level 3.2</p> <p>An Employee appointed to such a position who meets the following criteria:</p> <ul style="list-style-type: none"> • All the requirements of Level 3.1 • Has successfully completed further required education and training related to approved extension of scope of practice to implement prescribed community based oral health promotion and prevention programs as part of a defined model of care for priority cohorts
<p>Grade 4 – Senior Dental Assistant</p> <p>(By Appointment then progression with performance appraisal)</p> <p>(4.1-4.2)</p>	<p>Certificate IV or equivalent in a Dental Assistant Speciality scheme;</p> <p>Preferably more than 7 years’ experience as a Dental Assistant;</p> <p>Role is to supervise and coordinate the work of a small team within a clinical area on a day to day basis;</p> <p>In addition to the requirements as set out in Grade 1, Grade 2 and Grade 3, a Senior Dental Assistant at Grade 4 is required to demonstrate the following skills and abilities:</p> <p>Employees at this level demonstrate supervisory and leadership skills to obtain cooperation on objectives or cohesiveness of the team or administrative information;</p> <p>Basic knowledge of managing budgets or financials and consumables;</p> <p>Knowledge and experience in roster and resource management;</p> <p>Experience in making sound decisions with minimal supervision;</p> <p>Will undertake specific project work to support key organisation projects (e.g. accreditation requirements);</p> <p>Provide clinical supervision and mentoring to the Dental Assistants at all levels including Dental Assisting Trainees. In addition, provide daily performance feedback and assistance with performance appraisals and professional learning and development;</p> <p>Resolution of more complex customer queries and concerns;</p> <p>Major role in clinical governance activities;</p>

* Years of experience are approximate only; demonstrated competency will be the overriding indicator;

PART 3: CLASSIFICATION DEFINITIONS

1. Food Services Classifications

1.1 Chefs and Second Cooks

(a) Hospital Grading for Chef and Second Cook Classifications

Grade A	A hospital with more than 300 beds or a kitchen providing more than 2,000 meals on a daily average.
Grade B	A hospital with 200 or more beds but less than 300 beds or a kitchen providing more than 1,000 meals but less than 2,000 meals on a daily average.
Grade C	A hospital with more than 100 beds but less than 200 beds or a kitchen providing more than 500 meals but less than 1,000 meals on a daily average.
Grade D	A hospital with less than 100 beds or a kitchen providing less than 500 meals on a daily average.

(b) Hospital beds and daily average meals produced are taken from hospital annual returns to the Health Department Victoria, or other relevant materials, as of 30 June of the preceding year.

(c) Classification Structure - Chef and Second Cook

Classification	Description
Chef	Means a person employed as such in a hospital who may be required by the Employer to supervise staff, give any necessary instruction in all the branches of cooking, preparation of food service staff rosters, assist in the planning of meals, assist in the pricing of meals for departmental budgets, assist in the requisitioning and purchasing of all stores and to assist where necessary in the preparation and supervision of the plating of meals.
Chef Grade A	A chef employed in a hospital with more than 300 beds or a kitchen providing more than 2,000 meals on a daily average.
Chef Grade B	A chef employed in a hospital with 200 or more beds but less than 300 beds or a kitchen providing more than 1,000 meals but less than 2,000 meals on a daily average.
Chef Grade C	A chef employed in a hospital with more than 100 beds but less than 200 beds or a kitchen providing more than 500 meals but less than 1,000 meals on a daily average.

Classification	Description
Chef Grade D	A chef employed in a hospital with less than 100 beds or a kitchen providing less than 500 meals on a daily average.
Cook – Second	Means a person employed as such in a hospital that assists the Chef in the discharge of his or her duties and whenever necessary relieves the Chef during any absence.
Cook – Second Grade A	A second cook employed in a hospital with more than 300 beds or a kitchen providing more than 2,000 meals on a daily average.
Cook – Second Grade B	A second cook employed in a hospital with 200 or more beds but less than 300 beds or a kitchen providing more than 1,000 meals but less than 2,000 meals on a daily average.
Cook – Second Grade C	A second cook employed in a hospital with more than 100 beds but less than 200 beds or a kitchen providing more than 500 meals but less than 1,000 meals on a daily average.
Cook – Second Grade D	A second cook employed in a hospital with less than 100 beds or a kitchen providing less than 500 meals on a daily average.

1.2 **New Classification Structure - Food Services and Cooks (effective FFPPOA 1 July 2021)**

Classification	Description
Food and Domestic Services Assistant Grade 1	<p>Means a Food & Domestic Services Assistant who:</p> <p>Experience</p> <ul style="list-style-type: none"> has less than three (3) months experience (full-time equivalent) as a Food and Domestic Services Assistant (or equivalent) <p>Qualification</p> <ul style="list-style-type: none"> is not required to hold any formal qualifications <p>Duties</p> <ul style="list-style-type: none"> clean food preparation and consumption areas, cooking equipment and utensils; and, load and operate dishwashers, prepare basic meals (such as sandwiches and salads); and, serve and deliver meals. <p>Progression</p>

	A Grade 1 will automatically progress to Grade 2 where they have greater than three (3) months experience (full-time equivalent)
Food and Domestic Services Assistant Grade 2	<p>Means a Food & Domestic Services Assistant who:</p> <p>Experience</p> <ul style="list-style-type: none"> has greater than three (3) months experience (full-time equivalent) as a Food and Domestic Services Assistant (or equivalent). <p>Qualification</p> <ul style="list-style-type: none"> is not required to hold any formal qualifications. <p>Duties</p> <ul style="list-style-type: none"> clean food preparation and consumption areas, cooking equipment and utensils; and, load and operate dishwashers, prepare basic meals (such as sandwiches and salads); and, serve and deliver meals.
Cook Grade 1	Means a person who does not hold trade qualifications, who is employed as a cook by a hospital where other cooks are employed.
Cook Grade 2	<p>Means a person employed as a cook who does not hold any formal trade cook qualifications who:</p> <ul style="list-style-type: none"> produces meals for specific dietary requirements and/or other specialist meals; or, specialises in producing pastry items or sweets or desserts; including a cook who is employed as the sole cook in a kitchen.
Cook Grade 3	Means a person employed as a cook who is a qualified trade cook.
Food Services Supervisor	<p>Is a person appointed as such performing work which involves the supervision of staff within the food services stream of this Agreement or the supervision of staff within a food services related department or section. Such a person would be responsible for administrative duties such as work allocation, training, rostering and guidance of fifteen or more staff and may assist in the recruitment of staff.</p> <p>Employees at this level will possess and maintain:</p> <ol style="list-style-type: none"> Allergy Management competency; and Level 2 Food Safety Supervision qualification. <p>For existing employees who don't possess the Level 2 Food Safety Supervision qualification, where the employer requires the Employee to obtain the qualification, support will be provided by the Employer in accordance with clause 31 (study leave).</p>
Dietary Supervisor	Means a person not being a qualified Dietician but responsible for the conduct of a Diet Kitchen.

Food Monitor	<p>An Employee responsible to a catering and/or dietary department whose primary function is to liaise with patients and staff to obtain appropriate meal requirements of patients, and to tally and collate the overall results for the catering and/or dietary department.</p> <p>Notwithstanding the provisions of clause 9 (Higher Duties), when the above duties are incidental to other duties performed, higher duties rates will only apply when the above duties are performed for two hours or more in any day.</p> <p>Employees at this level will possess and maintain:</p> <ul style="list-style-type: none"> i) Allergy Management competency; ii) Allied Health competency in Dietetics and Speech Pathology; and iii) Exceptional customer service skills <p>For existing employees who don't possess the qualifications above, where the Employer requires the Employee to obtain the qualification, support will be provided by the Employer in accordance with clause 31 (study leave).</p>
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2. General Services Classifications

2.1 Patient Transport Officer Structure

- (a) For the purposes of this **clause 2, Prescribed Health Service** means the following Employers:
- (i) Alfred Health
 - (ii) Austin Health
 - (iii) Barwon Health
 - (iv) Calvary Health Care Bethlehem Limited
 - (v) Dental Health Services Victoria
 - (vi) Eastern Health
 - (vii) Melbourne Health
 - (viii) Mercy Public Hospitals Inc
 - (ix) Monash Health
 - (x) Northern Health
 - (xi) Peninsula Health
 - (xii) Peter MacCallum Cancer Centre
 - (xiii) Royal Children's Hospital

- (xiv) Royal Victorian Eye & Ear Hospital
 - (xv) Royal Women's Hospital
 - (xvi) St Vincent's Hospital (Melbourne) Ltd
 - (xvii) Western Health
- (b) For Patient Services Assistants who are employed in Prescribed Health Services only, the substantive classification and duties of the Patient Services Assistants are unchanged and Patient Services Assistants ought to be provided Higher Duties where they are required as part of their duties, to assist in the transfer of patients from a helipad (whether by trolley, ambulance or other vehicle).
- (c) **New Classification Structure – Cleaner/Patient Transport Assistants (effective FFPPOA 1 July 2021)**

Classification	Description
Cleaner/Patient Transport Assistant Grade 1*	<p>Means a Cleaner/Patient Transport Assistant who:</p> <p>Experience</p> <ul style="list-style-type: none"> • has less than three (3) months experience (full-time equivalent) as a Cleaner/Patient Transport Officer (or equivalent) <p>Qualification</p> <ul style="list-style-type: none"> • is not required to hold any formal qualifications <p>Duties</p> <ul style="list-style-type: none"> • perform basic cleaning and orderly/porterage/courier functions in hospitals or other health services. <p>Progression</p> <p>A Grade 1 will automatically progress to Grade 2 where they have greater than three (3) months experience (full-time equivalent)</p>
Cleaner/Patient Transport Assistant Grade 2*	<p>Means a Cleaner/Patient Transport Assistant who:</p> <p>Experience</p> <ul style="list-style-type: none"> • has greater than three (3) months experience (full-time equivalent) as a Cleaner/Patient Transport Assistant (or equivalent) <p>Qualification</p> <ul style="list-style-type: none"> • is not required to hold any formal qualifications <p>Duties</p>

	<ul style="list-style-type: none"> perform basic cleaning and orderly/porterage/courier functions in hospitals or other health services.
Patient Transport Officer Grade 1	Means a person employed to use a vehicle (that is not an ambulance) that weighs less than 1.25 tonnes to transport medically stable patients between sites,
Patient Transport Officer Grade 2	<p>Means:</p> <ul style="list-style-type: none"> a person employed to use a vehicle (that is not an ambulance) that weighs between 1.25 and 3.0 tonnes to transport medically stable patients between sites; or, a person (who does not hold a St John First Aid Certificate) employed to use an ambulance to transport medically stable patients between sites; or, <p>A person who is classified as a Patient Services Assistant in a Prescribed Health Service (as defined) who is required as part of their duties, to assist in the transfer of patients from a helipad (whether by trolley, ambulance or other vehicle).</p>
Patient Transport Officer Grade 3	Means a person who holds a first aid certificate or similar relevant training and are employed to drive an ambulance or assist the driver of an ambulance in the transport of medically stable patients between sites.

2.2 Existing Classification Structure – Patient Transport Officer

Patient Transport Officer Grade 1	Means a person employed to use a vehicle (that is not an ambulance) that weighs less than 1.25 tonnes to transport medically stable patients between sites,
Patient Transport Officer Grade 2	<p>Means:</p> <ul style="list-style-type: none"> a person employed to use a vehicle (that is not an ambulance) that weighs between 1.25 and 3.0 tonnes to transport medically stable patients between sites; or, a person (who does not hold a St John First Aid Certificate) employed to use an ambulance to transport medically stable patients between sites; or, <p>A person who is classified as a Patient Services Assistant in a Prescribed Health Service (as defined) who is required as part of their duties, to assist in the transfer of patients from a helipad (whether by trolley, ambulance or other vehicle).</p>

**Patient Transport Officer
Grade 3**

Means a person who holds a first aid certificate or similar relevant training and are employed to drive an ambulance or assist the driver of an ambulance in the transport of medically stable patients between sites.

2.1 Existing Classification Structure – Security Officers

(a) Definitions

- (i) For the purposes of this clause **2, Minimum Qualification** means a minimum qualification standard for licensing in accordance with the Private Security Act 2004 (Vic) which is equivalent to that of an:
 - A. unarmed guard (Certificate II – Unarmed Guard), or where appropriate;
 - B. a control room operator (Certificate II – Control Room Operator)
- (ii) For the purposes of this clause **2, Security Officer Duties** includes, but is not limited to:
 - A. Participating in Code Grey, Code Black and Code Brown teams;
 - B. Responding to security and fire alarms;
 - C. Managing control room operations, including CCTV monitoring and response;
 - D. Responding to threats and dangers, including moving staff, patients and visitors to safety;
 - E. Presence in high risk and crowded areas, such as main entrances and emergency departments;
 - F. Providing customer services, including information and advice to staff, patients and visitors;
 - G. Reporting security related incidents;
 - H. Providing input into security issues and audits;
 - I. Undertaking weapons searching and management;
 - J. Parking control, which may include escorting staff to vehicles;
 - K. Securing premises and operating access control systems;
 - L. Participating in the regular testing of security devices, including alarms;
 - M. Managing staff identification processes;
 - N. Implementing safe physical restraint practices;

- O. Operating body-worn cameras in accordance with legislation;
- P. Providing input into the design process for new buildings, and redesign and refurbishment of existing facilities;
- Q. Participating in post-incident reviews.

(b) **Classification Structure**

Classification	Description
Security Officer Grade 1 (CCTV Operator)	<p>Security Officer Grade 1 (CCTV Operator) means a qualified Security Officer who performs Security Officer Duties in the Victorian Public Health Sector with a predominant focus on managing control room operations, including CCTV monitoring and response.</p> <p><u>Additional Information:</u></p> <p><i>A Security Officer Grade 1 (CCTV Operator) is considered the grade for:</i></p> <ul style="list-style-type: none"> • <i>employees that perform Security Officer Duties, with a predominant focus on managing control room operations, including CCTV monitoring and response;</i> • <i>that possess a Minimum Qualification.</i> <p><i>The Security Officer Grade 1 (CCTV Operator) classification will be the minimum classification for employees that possess a Minimum Qualification and perform Security Officer Duties, with a predominant focus on managing control room operations, including CCTV monitoring and response.</i></p> <p><i>The Security Officer Grade 1 (CCTV Operator) classification cannot be utilised to classify employees performing Security Officer Duties that are not predominantly managing control room operations, including CCTV monitoring and response.</i></p>
Security Officer Grade 2 (Qualified)	<p>Security Officer Grade 2 (Qualified)</p> <p>Security Officer Grade 2 means a qualified Security Officer who performs Security Officer Duties in the Victorian Public Health Sector.</p> <p><u>Additional Information:</u></p> <p><i>A Security Officer Grade 2 is considered the grade for:</i></p> <ul style="list-style-type: none"> • <i>employees that perform Security Officer Duties;</i> • <i>that possess a Minimum Qualification.</i> <p><i>The Security Officer Grade 2 classification will be the minimum classification to classify new employees or existing employees that possess a Minimum Qualification and perform Security Officer Duties.</i></p>

Classification	Description
	<i>The Security Officer Grade 2 classification cannot be utilised to classify employees performing Security Officer Duties that are predominantly managing control room operations, including CCTV monitoring and response.</i>
Security Officer Grade 3	<p>Security Officer Grade 3</p> <p>Security Officer Grade 3 means a qualified Security Officer who performs Security Officer Duties in the Victorian Public Health Sector and is in-charge of other Security Officers.</p> <p><u>Additional Information:</u></p> <p>A Security Officer Grade 3 is considered the grade for:</p> <ul style="list-style-type: none"> • <i>employees that perform Security Officer Duties;</i> • <i>that possess a Minimum Qualification; and,</i> • <i>Is in-charge of other Security Officers</i> <p>The Security Officer Grade 3 classification will be the minimum classification to classify new employees or existing employees that possess a Minimum Qualification who is in-charge of other Security Officers and performs Security Officer Duties from FFPPOA 1 October 2018.</p> <p><i>As a Security Officer Grade 3 is appointed or delegated to exercise control over other Employees they will also be paid an in-charge allowance equivalent to the relevant percentage outlined In-Charge Allowance prescribed in Clause 10 of Section 2 of the Agreement</i></p>

2.2 Existing Classification Structure – General Services

Classification	Description
Car Park Attendant Grade 1	Means a person employed to attend to the operation of a car park with less than 3 months experience
Car Park Attendant Grade 2	Means a person employed to attend to the operation of a car park with more than 3 months experience.
Driver <1.25 Tonnes	Means a person employed to drive small vehicles (1.25 Tonnes or less) within and between establishments.
Driver 1.25 – 3.0 Tonnes	Means a person employed to perform transport related functions, including drivers of intermediate sized vehicles (1.25 to 3.0 Tonnes)
Driver over 3.0 Tonnes	Means a person employed to perform transport related functions, including drivers of non-articulated vehicles over 3 tonnes.
Driver Articulated 12-13 Tonnes	Means an Employee performing transport related functions, including drivers of articulated vehicles.

Classification	Description
Gardener Advanced	Means a Gardener Trade who holds post-trade qualifications and is capable of, and required to work autonomously and is required to prioritise his or her own work with a substantial level of accountability and responsibility.
Gardener (Non Trade)	Means an Employee engaged in the pruning or trimming of plants or trees; or in budding, propagating, planting or plotting; or like garden related functions.
Gardener Superintendent	Means a Gardener Trade who is responsible for the supervision, work allocation, on the job training, rostering and/or guidance of gardening staff.
Gardener Trade	Means a tradesperson gardener who has satisfactorily completed the approved apprenticeship course in gardening or who has been issued with an approved trade certificate.
General Services Supervisor	Is a person appointed as such performing work which involves the supervision of staff within the general services stream of this Agreement or the supervision of staff within a general services related department or section. Such a person would be responsible for administrative duties such as work allocation, training, rostering and guidance of fifteen or more staff and may assist in the recruitment of staff.
Handyperson Advanced	Is a Handyperson Trade who holds post-trade qualifications and is capable of, and required to work autonomously, and is required to prioritise their own work with a substantial level of accountability and responsibility.
Handyperson Trade	Means a person employed as a handyperson who has satisfactorily qualified as a tradesperson under the Industrial Training Act 1975 or holds an equivalent qualification acceptable to the Employer.
Handyperson (Unqualified)	Means a person employed to perform basic maintenance work with less than 3 months experience
Handyperson (Unqualified) (more than 3 months experience)	Means a person employed to perform basic maintenance work with more than 3 months experience.
Hospital Attendant	Means an Employee appointed as such and who, as part of his or her ordinary duties, is required to perform a patrol function.

Classification	Description
Laundry Hand Grade 1	Means a person employed to perform basic laundry work with less than 3 months experience.
Laundry Hand Grade 2	Means a person employed to perform basic laundry work with more than 3 months experience.
Printer Advanced	Is a Printer Trade who holds appropriate post-trade qualifications; and who is required to work autonomously and prioritise his or her own work with a substantial level of accountability and responsibility
Printer Trade	Means a person employed as a printer who has satisfactorily qualified as a tradesperson under the Industrial Training Act 1975 or holds an equivalent qualification acceptable to the Employer.
Storeperson	Means a person employed to perform basic stores work.
Storeperson Alone	Means a person employed to perform stores work that is required to work alone.
Storeperson Advanced	Is a person employed as a Storeperson or Storeperson alone who is required to regularly access computers in the course of his or her employment.

2.3 New Classification Structure – General Services (effective FFPPOA 1 July 2021)

Classification	Description
Cleaner Grade 3	<p>Means a Cleaner who:</p> <p>Experience</p> <ul style="list-style-type: none"> no experience requirements <p>Qualification</p> <ul style="list-style-type: none"> is not required to hold any formal qualifications <p>Duties</p> <p>cleaning external windows where any part of the window to be cleaned is more than four and a half metres (4.5 metres) from the ground or balcony. Provided that the window is cleaned from the outside of the building</p>
General Services Supervisor	Is a person appointed as such performing work which involves the supervision of staff within the general services stream of this Agreement or the supervision of staff within a general services related department or section. Such a person would be responsible for administrative duties such as work allocation, training,

Classification	Description
	<p>rostering and guidance of fifteen or more staff and may assist in the recruitment of staff.</p> <p>Employees at this level will possess and maintain a Certificate III in Cleaning Operations.</p> <p>For existing employees who don't possess a Certificate III in Cleaning Operations, where the Employer requires the Employee to obtain the qualification, support will be provided by the Employer in accordance with clause 31 (study leave).</p>

3. Technical, Clinical and Personal / Health Care Classifications

3.1 Existing Classification Structure – Technical, Clinical and Personal / Health Care

Classification	Description
Dental Maintenance Technician	<p>Is a person who provides timely, efficient and effective technical repairs and maintenance to dental handpieces and other dental equipment.</p> <p>The role is a hands-on technical position which provides:</p> <ul style="list-style-type: none"> • Reactive and programmed preventative maintenance • Technical advice • Support work to ensure compliance obligations are satisfied
Dental Maintenance Technician – Manager	<p>Means a person appointed as such performing work which involves the management of Dental maintenance Technicians. Such a person would be responsible for administrative duties such as work allocation, training, rostering and guidance of relevant employees and may assist in the recruitment of employees.</p>
Instructor Trades (Qualified) *	<p>Means a person appointed as such, who has obtained a relevant Trade Certificate and who has had at least three years trade experience, which may include in house experience, and who under the direction and supervision of the Therapist, assists in arranging and supervising training projects for patients referred to the workshop for therapeutic and/or assessment purposes who instructs patients in the use, care and maintenance of tools and equipment who under direction from a Therapist carries out reports and assessments of patients and who assists</p>

Classification	Description
	the Therapist in the design, adaptation and construction of the special equipment and aides.
Instructor Trades (Unqualified) *	Means a person appointed as such who, under the direction and supervision of the Therapist, is required to perform work of a general nature and who is responsible for the general tidiness of the workshop and for safe workshop practice with patients and who performs other duties as directed by the Instructor and Therapist.
Laboratory Assistant Grade 1	An Employee whose prime duties and responsibilities do not require a technical knowledge in any specific area whose duties include cleaning, washing and preparation of equipment, chemicals and similar duties. Employees at this level will have less than 3 months experience.
Laboratory Assistant Grade 1 (after 3 months)	An Employee whose prime duties and responsibilities do not require a technical knowledge in any specific area whose duties include cleaning, washing and preparation of equipment, chemicals and similar duties. Employees at this level will have more than 3 months experience.
Laboratory Assistant Grade 2	<p>An Employee who in addition to duties of a Grade 1 is capable of and required to undertake skilled work in a skilled area of a laboratory, which may include the taking of blood samples.</p> <p>Where an Employee's sole area of work is the taking of blood samples but not on a rotation basis through other areas of the laboratory Grade 2 will apply.</p>
Laboratory Assistant Grade 3	An Employee with technical skills capable of and required to work in all facets of a multi sectional laboratory as necessary, including the taking of blood samples.
Pathology Technician Grade 1	Is a person who assists the Pathologist, including the preparation of equipment and work involved in the post mortem of patients.
Pathology Technician Grade 2	Is a Pathology Technician working solely as such, assisting the Pathologist and required at times to work independently, including the preparation of equipment and work involved in the post mortem of patients.
Technical, Therapy and Personal Care Supervisor	Is a person appointed as such performing work which involves the supervision of staff within the Technical, Clinical and Personal Care stream of this Agreement, or the supervision of staff within a Technical, Therapy and Personal Care related department or section (but excluding Pathology Collectors).

Classification	Description
	Such a person would be responsible for administrative duties such as work allocation, training, rostering and guidance of fifteen or more staff and may assist in the recruitment of staff.

** These classification descriptors will cease to apply from FFPPOA 1 July 2021*

4. Pathology Collector Structure

4.1 New Classification Structure – Pathology Collectors (effective FFPPOA 1 July 2021)

Classification	Description
Pathology Collector Grade 1	<p>Means a Pathology Collector who:</p> <p>Experience</p> <ul style="list-style-type: none"> No experience requirement, works under general guidance and supervision of a Pathology Collector Grade 2 or above <p>Qualification</p> <ul style="list-style-type: none"> Does not possess a Certificate III or IV in Pathology Collection <p>Duties</p> <ul style="list-style-type: none"> specimen collection and containerisation; including performing ECG and Holter monitoring perform procedures in accordance with the National Pathology Accreditation Advisory Council guidelines the care, storage and processing of all such pathology specimens; the accurate recording of information relating to clients and specimens in accordance with practice instructions; attending to the well-being of clients; liaising with referrers/referees. related clerical work <p>Progression</p> <p>A Grade 1 will automatically translate to Grade 2 where the Employee completes a Certificate III or IV in Pathology Collection</p>
Pathology Collector Grade 2	<p>Means a Pathology Collector who:</p> <p>Experience</p> <ul style="list-style-type: none"> No experience requirement, works unsupervised <p>Qualification</p>

	<ul style="list-style-type: none"> • Holds a Certificate III or IV in Pathology Collection <p>Duties</p> <ul style="list-style-type: none"> • specimen collection and containerisation; including performing ECG and Holter monitoring • perform procedures in accordance with the National Pathology Accreditation Advisory Council guidelines • the care, storage and processing of all such pathology specimens; • the timely dispatch of pathology specimens to the laboratory • the accurate recording of information relating to clients and specimens in accordance with practice instructions; • operating VDU's • attending to the well-being of clients; • liaising with referrers/referees. • related clerical work • receiving payments of accounts
<p>Pathology Collector (Mobile Collector)</p>	<p>Means a Pathology Collector who:</p> <p>Experience</p> <ul style="list-style-type: none"> • No experience requirement, works unsupervised <p>Qualification</p> <ul style="list-style-type: none"> • Holds a Certificate III or IV in Pathology Collection <p>Duties</p> <ul style="list-style-type: none"> • Performs the duties of a Pathology Collector Grade 2 within the community
<p>Pathology Collector Grade 3</p>	<p>Means a Pathology Collector who:</p> <p>Experience</p> <ul style="list-style-type: none"> • No experience requirement, works unsupervised <p>Qualification</p> <ul style="list-style-type: none"> • Holds a Certificate III or IV in Pathology Collection <p>Duties</p> <ul style="list-style-type: none"> • In addition to the duties of a Pathology Collector Grade 2, the Pathology Collector has current competency in two or more of the following advanced pathology skills, and who is required by the Employer to undertake those skills in their role <ul style="list-style-type: none"> ○ Arterial Blood Gas ○ Venesections/IV cannulation ○ Infant Skin Puncture ○ Detection and quantitation of drugs of abuse in urine pursuant to AS/NZ 4308 <p>The Employer will provide the Grade 3 the opportunity to maintain their competency by annual competency assessment.</p>

Pathology Collector Grade 4	<p>Means a Pathology Collector, appointed as such, who:</p> <p>Experience</p> <ul style="list-style-type: none"> No experience requirement, works unsupervised <p>Qualification</p> <ul style="list-style-type: none"> Holds a Certificate III or IV in Pathology Collection <p>Duties</p> <ul style="list-style-type: none"> In addition to the work of a Pathology Collector Grade 3 (where applicable), undertakes additional responsibilities associated with the coordination of the work of other Pathology Collectors, including but not limited, to administrative duties, managing rosters, staff allocation, training and supervision.
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5. Allied Health Assistant Structure

5.1 New classification Structure – Allied Health Assistant (effective FFPPOA 1 July 2021)

- (a) For the purposes of this clause 5.1, an **Allied Health Assistant Qualification** means a:
- (i) Certificate III in Allied Health Assistance (HLT33015) or;
 - (ii) Certificate IV in Allied Health Assistance (HLT43015); or,
 - (iii) An equivalent qualification awarded by a registered training organisation, recognised by the Employer as such.

Classification	Description
Allied Health Assistant Grade 1	<p>Means an Allied Health Assistant who:</p> <p>Experience</p> <ul style="list-style-type: none"> Capable of performing work within the scope of an unqualified Allied Health Assistant <p>Qualification</p> <ul style="list-style-type: none"> doesn't hold an Allied Health Assistant Qualification <p>Duties Performing work delegated by, and under the direct supervision of, an Allied Health Professional, work within the scope of a Grade 1, may include:</p> <ul style="list-style-type: none"> Administration Collection, preparation, cleaning and storage of equipment/environment Transferring patients/clients to and from therapy Monitoring patient/client intervention to ensure adherence

	<ul style="list-style-type: none"> • Completing basic delegated therapy intervention with patient/client • Demonstrate effective communication and interpersonal skills. <p>Progression A Grade 1 will automatically progress to Grade 2 where they:</p> <ul style="list-style-type: none"> • possess an Allied Health Assistant qualification and, • has completed a minimum of 80 hours of clinical placement experience
<p>Allied Health Assistant Grade 2</p>	<p>Means an Allied Health Assistant who:</p> <p>Experience</p> <ul style="list-style-type: none"> • Capable of performing work within the scope of a qualified Allied Health Assistant • Has completed a minimum of 80 hours of clinical placement experience <p>Qualification</p> <ul style="list-style-type: none"> • holds an Allied Health Assistant Qualification <p>Duties Performing work delegated by, and under the supervision of, an Allied Health Professional, work within the scope of a Grade 2 may include, in addition to the duties of a Grade 1:</p> <ul style="list-style-type: none"> • following a prescribed program of activity for clients/patients. • Providing scripted patient/client education • Conducting basic clinical data collection and/or scripted screening of patients/clients • Recording patient/client progress and maintaining documents as required • Using communication and interpersonal skills to assist in meeting the needs of patients/clients • Demonstrating a capacity to work flexibly across a broad range of therapeutic and program related activities • Identifying patient/client circumstances that need additional input from an Allied Health Professional • Prioritise work and accept responsibilities for outcomes within the limit of their accountabilities • Assist with the orientation and general supervision of student Allied Health Assistants. • Use communication and interpersonal skills to assist in meeting the needs of clients/patients. <p>Progression A Grade 2 will progress to Grade 3 by appointment only.</p>

<p>Allied Health Assistant Grade 3</p>	<p>Means an Allied Health Assistant appointed as such who:</p> <p>Experience Has completed a minimum of three years of experience (full-time equivalent) as a Grade 2 (or equivalent)</p> <p>Qualification Holds a <i>Certificate IV in Allied Health Assistance</i> (HLT43015) or equivalent.</p> <p>Duties Performing work delegated by, and under the supervision of, an Allied Health Professional, work within the scope of a Grade 3 may include, in addition to the duties of a Grade 2:</p> <ul style="list-style-type: none"> • Progressing therapeutic interventions and mobility aids within the delegation set by the Allied Health Professional • Conducting comprehensive, structured screening of patients/clients to directly assist assessment/management conducted by the Allied Health Professional • Assisting in designing scripted patient/client education • Implementing referral procedures in consultation with delegating Allied Health Professional • Booking and utilising interpreters in consultation with delegating Allied Health Professional for therapeutic intervention • Prioritise their own workload in consultation with the delegating Allied Health Professional as required • Leading and contributing to quality initiatives • Assisting in the development of policy and procedure documents • Providing professional development to the Allied Health Assistant workforce • Assisting the Allied Health Professional with the orientation and general supervision of Grade 1 and Grade 2 Allied Health Assistants • Leading the orientation and supervision of student Allied Health Assistants.
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6. Anaesthetic Technician Structure

6.1 Existing Classification Structure – Anaesthetic Technicians

Classification	Description
Anaesthetic Technician Grade 1	Means a person who has satisfactorily completed the theatre technician’s course conducted by the Mayfield

Classification	Description
	Centre (or has obtained qualifications equivalent thereto) or equivalent and working as an anaesthetic technician.
Anaesthetic Technician Grade 2	An anaesthetic technician with up to two years' experience who has satisfactorily completed the Diploma of Anaesthetic Paramedical Science awarded by a registered training organisation or a relevant Associate Diploma of Applied Science. And in addition to the duties of a Theatre Technician Grade 2 is responsible for the preparation, checking and general maintenance of specialist equipment used by the Anaesthetist.
Anaesthetic Technician Grade 3	An anaesthetic technician with more than two years' experience who has satisfactorily completed the Diploma of Anaesthetic Paramedical Science awarded by a registered training organisation or a relevant Associate Diploma of Applied Science. In addition to the duties of a Theatre Technician Grade 2, has a comprehensive knowledge of specialist equipment used by the Anaesthetist and can operate with a high degree of accountability and autonomy. A Grade 3 anaesthetic technician assists in the supervision/mentoring of other technicians.
Anaesthetic Technician Grade 4	Is a person who is appointed as such and who meets the criteria of an Anaesthetic Technician Grade 3. In addition the Grade 4 Anaesthetic Technician may undertake additional supervisory/administrative responsibilities, professional development and the supervision and training of staff. A mandatory requirement for a Grade 4 is the certificate III in Health Service Assistance (operating theatre technical support) and Diploma of Anaesthetic Paramedical Science awarded by a registered training organisation or a relevant Associate Diploma of Applied Science.

7. Instrument Technician Structure

7.1 New classification Structure – Instrument Technicians (effective FFPPOA 1 July 2021)

- (a) For the purposes of this **clause 7.1**, an **Instrument Technician Qualification** means a:
- (i) Certificate III in Sterilisation Services (HLT37015) or;
 - (ii) Certificate IV in Sterilisation Services (HLT47015)

- (iii) An equivalent qualification awarded by a registered training organisation, recognised by the Employer as such.

Classification	Description
Instrument Technician Grade 1	<p>Experience</p> <ul style="list-style-type: none"> Has less than three months experience (full-time equivalent) as an Instrument Technician, subsequently a Grade 1 must work under the direct supervision of a Grade 5, 6 or Instrument Technician Manager. <p>Qualification</p> <ul style="list-style-type: none"> doesn't hold an Instrument Technician Qualification <p>Duties</p> <ul style="list-style-type: none"> performs work of a general nature within a Central or Theatre Sterilising and Supply Department or Hospital Department or Unit to which they are rostered, including cleaning, packaging and sterilization of reusable critical and semi-critical medical devices and equipment <p>Progression</p> <p>During their first three months experience (full-time equivalent), the Grade 1 will be assessed by the Grade 5 or Manager for their suitability for continued progression through the Instrument Technician classification structure.</p> <p>Where the Grade 1 is deemed suitable for continued progression, the Grade 1 will automatically progress to:</p> <ul style="list-style-type: none"> <i>Instrument Technician Grade 2</i> after completing three months experience (full-time equivalent) as an Instrument Technician. <p>Where the Grade 1 does not meet the local capability framework after three months experience (full time equivalent), the Employer shall address their performance in accordance with Clause 18 – Managing Conduct and Performance.</p> <p>Where the Grade 1 is not deemed suitable for continued Instrument Technician work the Employer shall address their performance in accordance with Clause 18 – Managing Conduct and Performance.</p>
Instrument Technician Grade 2	<p>Means an Instrument Technician who:</p> <p>Experience</p> <ul style="list-style-type: none"> Has been deemed suitable for continued Instrument Technician work Has greater than three months experience (full-time equivalent) as an Instrument Technician

Classification	Description
	<p>Qualification</p> <ul style="list-style-type: none"> • doesn't hold an Instrument Technician Qualification; or • holds an Instrument Technician Qualification but has less than twelve (12) months post qualification experience (full-time equivalent) as an Instrument Technician <p>Duties</p> <ul style="list-style-type: none"> • performs work of a general nature under the guidance of a Grade 5 or above within a Central or Theatre Sterilising and Supply Department or Hospital Department or Unit to which they are rostered, including cleaning, packaging and sterilization of reusable critical and semi-critical medical devices and equipment. <p>Progression A Grade 2 will automatically progress to Grade 3 where they:</p> <ul style="list-style-type: none"> • possess an Instrument Technician Qualification and • have greater than twelve (12) months post-qualification experience (full-time equivalent) as an Instrument Technician <p>A Grade 2 will receive support set out in Clause 33 – Workforce Skills, Capability and Mobility to facilitate the completion of an Instrument Technician Qualification</p>
Instrument Technician Grade 3	<p>Means an Instrument Technician who:</p> <p>Experience</p> <ul style="list-style-type: none"> • has greater than twelve (12) months post qualification experience (full-time equivalent) as an Instrument Technician <p>Qualification</p> <ul style="list-style-type: none"> • holds an Instrument Technician Qualification <p>Duties</p> <ul style="list-style-type: none"> • within established guidelines and procedures, undertakes work of a more complex nature gaining experience rotating through all areas of the Central/Theatre Sterilising & Supply Department or Hospital Department or Unit to which they are rostered, under the immediate direction of a Grade 5 or above. <p>Progression A Grade 3 will progress to Grade 4 where the Instrument Technician can establish they:</p>

Classification	Description
	<ul style="list-style-type: none"> • hold a Certificate IV in Sterilisation Services (HLT47015) or equivalent qualification awarded by a registered training organisation, recognised by the Employer as such. • have greater than three years' experience (full-time equivalent) as an Instrument Technician and • is able to work in all areas of the Central/Theatre Sterilising & Supply Department or Hospital Department or Unit to which they are rostered, with a high degree of autonomy and accountability. <p>A Grade 3 Instrument Technician will include an Instrument Technician who has successfully completed the CSSD Certificate Course conducted by Mayfield, including the Certificate II awarded prior to 1996 (or equivalent)</p>
<p>Instrument Technician Grade 4</p>	<p>Means an Instrument Technician who:</p> <p>Experience</p> <ul style="list-style-type: none"> • has greater than three years' experience (full-time equivalent) as an Instrument Technician. <p>Qualification</p> <ul style="list-style-type: none"> • holds a Certificate IV in Sterilisation Services (HLT47015) or equivalent qualification awarded by a registered training organisation, recognised by the Employer as such. <p>Duties</p> <ul style="list-style-type: none"> • is able to work in all areas of the Central/Theatre Sterilising & Supply Department or Hospital Department or Unit to which they are rostered, with a high degree of autonomy and accountability. <p>Progression</p> <p>A Grade 4 will progress to Grade 5 where the Instrument Technician can establish they:</p> <ul style="list-style-type: none"> • have greater than four (4) years' experience (full-time equivalent) as an Instrument Technician and, <p>undertakes additional given responsibilities determined locally, which may include, but not limited to supervision and training of Instrument Technicians, quality and governance, floor coordination or rostering</p>
<p>Instrument Technician Grade 5</p>	<p>Means an Instrument Technician who:</p> <p>Experience</p> <ul style="list-style-type: none"> • have greater than four (4) years' experience (full-time equivalent) as an Instrument and,

Classification	Description
	<p>Qualification</p> <ul style="list-style-type: none"> holds a Certificate IV in Sterilisation Services (HLT47015) or equivalent qualification awarded by a registered training organisation, recognised by the Employer as such. <p>Duties</p> <ul style="list-style-type: none"> is able to work in all areas of the Central/Theatre Sterilising & Supply Department or Hospital Department or Unit to which they are rostered, with a high degree of autonomy and accountability. undertakes additional given responsibilities determined locally, which may include, but not limited to supervision and training of Instrument Technicians, quality and governance, floor coordination or rostering will be required to perform Higher Duties where the Instrument Technician Manager is on leave
<p>Dual Qualified Technician (Sterilising & Operating Theatres)</p>	<p>Means a Technician who:</p> <p>Experience</p> <ul style="list-style-type: none"> has greater than two years' experience (full-time equivalent) as either: <ul style="list-style-type: none"> an Instrument Technician; and or Theatre Technician capable of working in both the sterilising department and the theatre environment. <p>Qualification</p> <ul style="list-style-type: none"> may hold both Theatre and Instrument Technician Qualifications. or; equivalent qualifications awarded by a registered training organisation, recognised by the Employer as such. <p>Duties The below must both be required of the Technician.</p> <p>Sterilising Duties</p> <ul style="list-style-type: none"> able to work in all areas of the Central/Theatre Sterilising or Supply Department or Hospital Department or Unit with a high degree of autonomy and accountability; <p>Theatre Technician duties</p> <ul style="list-style-type: none"> required by the Employer to perform Theatre Technician duties.

8. Patient Services Assistant Structure

- 8.1** A **Patient Services Assistant (PSA)** is a multi-skilled Employee, the majority of whose work is ward based in an acute setting or community health centre. The work of PSAs involves the performance of duties across three or more functional areas of patient support services. PSAs are essentially ward based. PSAs will be encouraged to undertake training, which may include further training to enable them to obtain the certificate or equivalent for career development.
- 8.2** Notwithstanding subclause 8.1 above, PSAs are not precluded from undertaking non-ward functions and duties. Employees whose jobs involve casual or irregular ward based duties, or where their presence on a ward is a minor aspect of their role, are not performing PSA work.
- 8.3** The functional areas covered by PSAs are as follows:

Functions:	Duties:
Cleaning and Housekeeping	Ward areas (including toilets, showers, bathrooms, lockers, shelving and infectious rooms etc.) Handle patient laundry (including washing and drying of patient laundry) General/administrative areas (including office, cafeteria, stairs and lifts etc.) Terminal/discharge bed (re-)making (i.e. Carbolising) Equipment and instruments Damp and high dusting Vacuuming Mopping and buffing of floors Spot cleaning Rubbish removal Linen removal
Food and Beverage	Serving of meals to patients Food transportation to and from the Ward Basic food monitoring (e.g. Checking that food matches the order) Replenish refrigerator and pantry supplies
Transport and Couriering	Transporting patients between wards, departments and theatres Transporting equipment between wards, departments and theatres Couriering x-rays, specimens and patient records Movement of deceased patients to the mortuary
Ward Support	Checking of oxygen cylinders

	<p>Filling, distributing and collecting of water jugs and glasses</p> <p>Delivery and maintenance of flowers</p> <p>Replenish consumables to normal stock levels</p> <p>Restocking of ward trolleys or cubicles</p> <p>Under direction, and with appropriate training, to assist in patient restraint. This may include code blue and other emergencies as part of a hospital response team</p> <p>Message taking</p>
Patient Support	<p>Assist in the lifting and turning of patients (including into and out of wheel chairs and trolleys)</p> <p>Assist in lifting and positioning of patients in bed, including by machinery</p> <p>Assist with patient facial shaves and pre-operative shaves</p> <p>Assist in the transportation of ambulant patients</p>

8.4 For the purposes of this definition, ward based work includes Employees providing patient support services in areas such as outpatient, x-ray, catheter laboratory, nuclear medicine, dialysis and other areas providing patient support services consistent with the functions and duties described in subclause 8.3 above.

8.5 The functions listed in subclause 8.3 above are intended to be comprehensive. The listed duties are intended to be indicative, not comprehensive.

8.6 In determining the number of functions to be completed by a PSA, it will not be necessary for a PSA to perform any particular number of duties identified as falling within each functional area.

8.7 In considering the duties that constitute a function, there must be the inclusion of sufficient duties relevant to the function such that the work in question is an integral and significant part of that function within the operations of the ward. While additional duties may be included, the inclusion of an additional duty or duties does not necessarily equate to an additional function, unless the extra duties constitute a regular part of a shift, or period of work.

8.8 Not all PSAs will be expected to perform all of the functions listed in subclause 8.3. PSAs at the Grade 2 level will perform four or more functions, and PSAs at the Grade 1 level will perform three functions.

8.9 Patient Services Assistant Grade 1

A Patient Services Assistant at Grade 1 level:

- (a) regularly performs duties from three functional areas;
- (b) is not required to hold a recognised PSA certificate;

- (c) is capable of prioritising work within outlined routines, methods and procedures in three functional areas;
- (d) is responsible for work performed with a limited level of accountability or discretion;
- (e) works under limited supervision, either individually or in a team;
- (f) possesses sound communication skills; and
- (g) requires specific on the job training and/or relevant skills training or experience.

8.10 Patient Services Assistant Grade 2

A Patient Services Assistant at Grade 2 level:

- (a) regularly performs duties from four or more functional areas;
- (b) holds a Certificate 3 (or equivalent) from a TAFE College, or equivalent registered training organisation;
- (c) requires specific on the job training and/or relevant skills training or experience;
- (d) is capable of prioritising work within established policies, guidelines and procedures across four or more functional areas;
- (e) is responsible for work performed in accordance with established policies, procedures and approaches
- (f) works under limited supervision, either individually or in a team; and
- (g) possesses good communication, interpersonal and/or arithmetic skills.

9. Health Care Worker Structure

9.1 Existing Classification Structure – Health Care Worker (ceases application FFPPOA 1 July 2022)

Classification	Description
Health Care Worker Grade 1	<p>Means a person employed to provide personal care within the scope of the employee’s training and experience for patients/residents/clients (but not including those in dedicated disability services or establishments covered by the Social Community Home Care and Disability Services Industry Award 2010). Such a person will assist with all personal and developmental needs under supervision.</p> <p>A Health Care Worker Grade 1 will not be required to possess formal qualifications. They will be advised of this in writing upon appointment.</p>

<p>Health Care Worker Grade 2</p>	<p>Means a person employed to provide personal care within the scope of the employee’s training and experience for patients/residents/clients (but not including those in dedicated disability services or establishments covered by the Social Community Home Care and Disability Services Industry Award 2010).</p> <p>Such a person is required to undertake the duties of a Health Care Worker Grade 1; and</p> <p>A Health Care Worker Grade 2 holds, at the time of engagement, a nationally accredited certificate at Australian Quality Framework Level 3 (or equivalent as recognised by the employer) awarded by a Registered Training Organisation; or is required by the organisation to obtain such a certificate as a condition of employment. An Employee will be advised of such a requirement in writing prior to undertaking the course, or by a verbal request that is subsequently reduced to writing.</p> <p>For such an employee, training in the following competency areas will be completed in accordance with employer requirement:</p> <ul style="list-style-type: none"> • First aid equal to a basic first aid certificate • Manual handling • Infection control • Elder Abuse <p>Where the employee does not have this training it will be provided by and at the cost of the employer. Such training may be delivered either internally or externally. Such training will be in paid time.</p>
<p>Health Care Worker Grade 3</p>	<p>Means a person employed having not less than two (2) years’ experience as a Health Care Worker, to provide personal care for patients/residents/clients (but not including those in dedicated disability services or establishments covered by the Social Community Home Care and Disability Services Industry Award 2010). Such a person is required to undertake the duties of a Health Care Worker Grade 1; and</p> <p>A Health Care Worker Grade 3 holds, at the time of engagement, a nationally accredited certificate at Australian Quality Framework Level 4 (or equivalent as recognised by the employer) awarded by a Registered Training Organisation; or is required by the organisation to obtain such a certificate as a condition of employment. An Employee will be advised of such a requirement in writing prior to undertaking the course, or by a verbal request that is subsequently reduced to writing.</p> <p>For such an employee, training in the following competency areas will be completed in accordance with employer requirements:</p> <ul style="list-style-type: none"> • First Aid to a basic aid certificate • Manual Handling • Infection Control

	<ul style="list-style-type: none"> • Elder Abuse • Monitoring continence care • Simple wound monitoring • Diabetes awareness • Infection control, and • Managing difficult behaviour • Medication dose administration aid <p>Where the employee does not have this training and at the request of the employee such training will be provided by and at the cost of the employer. Such training may be delivered either internally or externally. Such training will be in paid time.</p>
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9.2 New Classification Structure – Health Care Worker (effective FFPPOA 1 July 2022)

(a) **Health Care Worker Qualification** means a:

- (i) Certificate III in Individual Support (CHC33015); or,
- (ii) Certificate IV in Ageing Support (CHC43015); or
- (iii) An equivalent qualification awarded by a registered training organisation, recognised by the Employer as such.

Classification	Description
<p>Health Care Worker Grade 1</p>	<p>Means an Employee who:</p> <p>Experience</p> <ul style="list-style-type: none"> • Capable of performing work within the scope of an unqualified Health Care Worker under supervision in accordance with employer requirements: <p>Qualification</p> <ul style="list-style-type: none"> • doesn't hold a Health Care Worker Qualification or, • holds a Certificate III in Individual Support (CHC33015) (or equivalent) and has less than twelve months experience (full time equivalent) as a Health Care Worker Grade 1; or, • holds a Certificate IV in Ageing Support (CHC43015) (or equivalent) and has less than six months experience (full time equivalent) as a Health Care Worker Grade 1. <p>Duties</p> <ul style="list-style-type: none"> • Assists with the provision of personal and developmental care to patients, residents and clients. <p>Progression</p> <p>A Grade 1 will automatically progress to Grade 2 where they:</p> <ul style="list-style-type: none"> • hold a Certificate III in Individual Support (CHC33015) (or equivalent) and have twelve months experience (full time equivalent) as a Health Care Worker Grade 1; or,

	<ul style="list-style-type: none"> hold a Certificate IV in Ageing Support (CHC43015) (or equivalent) and have six months experience full time equivalent) as a Health Care Worker Grade 1. <p>A Grade 1 will be eligible to request support set out in Clause 33 – Workforce Skills, Capability and Mobility to facilitate the completion of a Health Care Worker Qualification</p>
<p>Health Care Worker Grade 2</p>	<p>Means an Employee who:</p> <p>Experience</p> <ul style="list-style-type: none"> Capable of performing work within the scope of a qualified Health Care Worker in accordance with employer requirements: <p>Qualification</p> <ul style="list-style-type: none"> holds a Certificate III in Individual Support (CHC33015) (or equivalent) and had twelve months experience (full time equivalent) as a Health Care Worker Grade 1; or, holds a Certificate IV in Ageing Support (CHC43015) (or equivalent) and had six months experience (full time equivalent) as a Health Care Worker Grade 1. <p>Duties</p> <ul style="list-style-type: none"> Assists with the provision of personal and developmental care to patients, residents and clients <p>Progression</p> <p>A Grade 2 will automatically progress to Grade 3 where they:</p> <ul style="list-style-type: none"> hold a Certificate IV in Ageing Support (CHC43015) (or equivalent) and have two years' experience (full time equivalent) as a Health Care Worker Grade 2. <p>A Grade 2 will be eligible to request support set out in Clause 33 – Workforce Skills, Capability and Mobility to facilitate the completion of a <i>Certificate IV in Ageing Support (CHC43015)</i> (or equivalent)</p>
<p>Health Care Worker Grade 3</p>	<p>Means an Employee who:</p> <p>Experience</p> <ul style="list-style-type: none"> Capable of performing work within the scope of a qualified Health Care Worker in accordance with employer requirements: <p>Qualification</p> <ul style="list-style-type: none"> hold a Certificate IV in Ageing Support (CHC43015) (or equivalent) and have two years' experience (full time equivalent) as a Health Care Worker Grade 2. <p>Duties</p> <ul style="list-style-type: none"> Assists with the provision of personal and developmental care to patients, residents and clients

10. Theatre Technician Structure

10.1 New Classification Structure – Theatre Technicians (effective FFPPOA 1 July 2021)

Classification	Description
Theatre Technician Grade 1	<p>Means a Theatre Technician who;</p> <p>Experience</p> <ul style="list-style-type: none"> • Has less than twelve (12) months experience (full-time equivalent) working as a Theatre Technician; or • May have more than twelve (12) months experience (full-time equivalent) working as a Theatre Technician without a Theatre Technician Qualification. <p>Supervision</p> <ul style="list-style-type: none"> • A Grade 1 with less than three months experience (full-time equivalent) must work under the direct supervision of a Grade 4 or above. • A Grade 1 with three or more months of experience (full-time equivalent) will work under the direct guidance of a Grade 4 or above. <p>Qualification</p> <ul style="list-style-type: none"> • doesn't hold a Theatre Technician Qualification; or • holds a Theatre Technician Qualification but has less than twelve (12) months experience (full-time equivalent) as a Theatre Technician <p>Duties</p> <ul style="list-style-type: none"> • performs work of a general nature, including transport, set-up, clean and maintain theatre equipment <p>Progression</p> <p>During their first three months experience (full-time equivalent), the Grade 1 will be assessed against local capability framework criteria to determine their suitability for continued employment within the Theatre Technician classification structure.</p> <p>Where the Grade 1 does not meet the local capability framework after three months experience (full time equivalent), the Employer shall address their performance in accordance with Clause 18 – Managing Conduct and Performance.</p> <p>The Grade 1 will progress to <i>Theatre Technician in Training Grade 2</i> where they:</p> <ul style="list-style-type: none"> • meet the local capability framework; and • has completed twelve months experience (full-time equivalent) as a Theatre Technician; and • holds a Theatre Technician Qualification.

Classification	Description
	A Grade 1 will receive support set out in Clause 33 – Workforce Skills, Capability and Mobility to facilitate the completion of a Theatre Technician Qualification
Theatre Technician Grade 2	<p>Means a Theatre Technician who:</p> <p>Experience</p> <ul style="list-style-type: none"> has greater than twelve (12) months experience (full-time equivalent) working as a Theatre Technician. <p>Qualification</p> <ul style="list-style-type: none"> holds a Theatre Technician Qualification <p>Duties</p> <ul style="list-style-type: none"> within established guidelines and procedures, undertakes work of a more complex nature gaining experience rotating through all surgical and clinical specialties offered in that hospital under indirect guidance of a Grade 4 or above. <p>Progression A Grade 2 will automatically progress to Grade 3 where they:</p> <ul style="list-style-type: none"> hold a Certificate IV in Operating Theatre Technician Support (HLT47515); or An equivalent qualification awarded by a registered training organisation, recognised by the Employer as such; and have greater than twenty-four (24) months experience (full-time equivalent) as a Theatre Technician; and is able to work in all surgical and clinical specialties offered in that hospital's operating suite; and operate with a high degree of autonomy and accountability.
Theatre Technician Grade 3	<p>Means a Theatre Technician who:</p> <p>Experience</p> <ul style="list-style-type: none"> has greater than twenty-four (24) months experience (full-time equivalent) working as a Theatre Technician. <p>Qualification</p> <ul style="list-style-type: none"> hold a Certificate IV in Operating Theatre Technician Support (HLT47515); or, An equivalent qualification awarded by a registered training organisation, recognised by the Employer as such; <p>Duties</p> <ul style="list-style-type: none"> is able to work in all surgical and clinical specialties offered in that hospital's operating suite.

Classification	Description
	<ul style="list-style-type: none"> • operate with a high degree of autonomy and accountability. • is not required to supervise or train other Theatre Technicians. <p>Progression A Grade 3 will progress to <i>Theatre Technician Grade 4</i> where the Theatre Technician can establish they:</p> <ul style="list-style-type: none"> • are able to work in all surgical and/or clinical specialties offered in that hospital; and • have greater than thirty-six (36) months experience (full-time equivalent) as a Theatre Technician; and • undertakes additional given responsibilities determined locally. Examples of additional responsibilities may include but not limited to: <ul style="list-style-type: none"> ○ supervision and training of junior Theatre Technicians (where employed) ○ quality and governance ○ floor coordination ○ rostering. • Or where mutually agreed, work across multiple hospitals/sites/campus’.
<p>Theatre Technician Grade 4</p>	<p>Means a Theatre Technician who:</p> <p>Experience</p> <ul style="list-style-type: none"> • has greater than thirty-six (36) months experience (full-time equivalent) as a Theatre Technician <p>Qualification</p> <ul style="list-style-type: none"> • hold a Certificate IV in Operating Theatre Technician Support (HLT47515); or, • An equivalent qualification awarded by a registered training organisation, recognised by the Employer as such; <p>Duties</p> <ul style="list-style-type: none"> • has comprehensive knowledge and ability to work in all surgical and clinical specialties offered in that hospital; and • operates with a high degree of autonomy and accountability. • undertakes additional given responsibilities determined locally. Examples of additional responsibilities may include but not limited to: <ul style="list-style-type: none"> ○ supervision and training of junior Theatre Technicians (where employed) ○ quality and governance ○ floor coordination ○ rostering. • may be required to perform Higher Duties where the Theatre Technician Manager is on leave.

Classification	Description
	<ul style="list-style-type: none"> • or where mutually agreed, work across multiple hospitals/sites/campus’. <p>Progression A Grade 4 will progress to <i>Theatre Technician Grade 5</i> where the Theatre Technician can establish they:</p> <ul style="list-style-type: none"> • have greater than twelve (12) months experience (full-time equivalent) working as a Theatre Technician Grade 4 • undertakes additional given responsibilities determined locally. Examples of additional responsibilities may include but not limited to: <ul style="list-style-type: none"> ○ supervision and training of junior Theatre Technicians (where employed) ○ quality and governance ○ floor coordination ○ rostering.
Theatre Technician Grade 5	<p>Means a Theatre Technician who:</p> <p>Experience</p> <ul style="list-style-type: none"> • has greater than twelve (12) months experience (full-time equivalent) working as a Theatre Technician Grade 4 <p>Qualification</p> <ul style="list-style-type: none"> • hold a Certificate IV in Operating Theatre Technician Support (HLT47515); or, • An equivalent qualification awarded by a registered training organisation, recognised by the Employer as such; <p>Duties</p> <ul style="list-style-type: none"> • has comprehensive knowledge and ability to work in all surgical and clinical specialties offered in that hospital; and • operates with a high degree of autonomy and accountability; and • undertakes additional given responsibilities determined locally, including, but not limited to supervision and training of junior Theatre Technicians (where employed), quality and governance, floor coordination and rostering; and • where mutually agreed, work across multiple hospitals/sites/campus’; and • will be required to perform Higher Duties where the Theatre Technician Manager is on leave.
Liver Transplant Technologists (Austin Health only)	<p>Means a Theatre Technician, appointed as a Liver Transplant Technologist.</p> <p>Experience</p>

Classification	Description
	<ul style="list-style-type: none"> • Has greater than twenty-four (24) months experience (full-time equivalent) as a Theatre Technician Grade 5 • Has successfully completed the 12 months training and the requirements of the 'Practice and Professional Framework for a Liver Transplant Technologist' (Clinical Ladder) <p>Qualification</p> <ul style="list-style-type: none"> • Holds a Certificate IV in Operating Theatre Technical Support (HLT47515) or an equivalent qualification awarded by a registered training organisation, recognised by the Employer as such <p>Duties</p> <p>In addition to the duties of a Theatre Technician Grade 5, a Liver Transplant Technologist also:</p> <ul style="list-style-type: none"> • Supports the Victorian abdominal organ retrieval service which operates out of Austin Hospital in its organ retrieval and transplantation functions across Australia and New Zealand via a 24-hour, 365 day a year on call service. Provide technologist support for the retrieval of all abdominal organs including liver (both whole graft and in-situ split grafts), kidneys, whole pancreas for transplant or islets cell transplantation and intestine for intestinal transplantation. • Prepares and operates the Cell Saver, Fluid Management System (FMS) and Thromboelastograph (TEG) throughout liver and/or intestinal transplantation and maintains appropriate documentation. • When required, as specified by the surgeon, prepares and operates the extracorporeal (OrganOx Metra) normothermic liver perfusion device to contribute to the safe management of the donated liver and maintain appropriate documentation. • Provides a 24-hour, 365 day a year on call service for the purposes of trauma and emergency procedures which require Cell Saver, Fluid Management System (FMS) or Thromboelastograph (TEG) for all specialities within the operating suite. • Responsible for active coordination, electronic data transmission and communication of time critical information between the National Donor Agency (DonateLife), Austin Hospital and other transplant units across Australia with regard to timeframes for DBD and DCD organ procurements. • Responsible for receiving, storage, documentation and disposal of cadaveric vessel tissue grafts as per DonateLife protocol which must meet TGA guidelines.

Classification	Description
	<ul style="list-style-type: none"> Responsible for receiving organ donor tissues for the Australian Donation and Transplantation Biobank which involves the packaging and storage of multiple cadaveric human tissues for clinical research. Responsible for receiving cadaveric vessel grafts for the DonateLife Vessel Bank which must meet TGA guidelines. Receiving, management and transport of donor blood which is cross-matched and transfused during liver transplant surgery. Ensures organ preservation fluids are stored and maintained according to guidelines. Responsible for record keeping and maintaining donor and recipient database for the Victorian Liver Transplant Unit. Operates with the highest degree of autonomy and accountability through extensive training and experience. Supervision and training of other Theatre Technicians as they progress toward the role of Liver Transplant Technologist.

11. Pharmacy Technician Structure

11.1 Existing Classification Structure – Pharmacy Technicians

Classification	Description
Pharmacy Technician Grade 1	<p>Means an unqualified person who is required to perform work of a general nature under the direct supervision of a Grade 3 or 4 or a Pharmacist such as assisting with the preparation and distribution of drugs, stock control and replenishment, tablet packing, and store work, (excluding those functions prohibited by the Pharmacy Board of Victoria).</p> <p>A Grade 1 Pharmacy Technician will not be required to hold any qualifications. Where a Grade 1 Pharmacy Technician seeks to obtain qualifications the Employer will within the first 12 months of this agreement, facilitate completion of Certificate III in Health (Hospital Pharmacy Technician) or equivalent, from a registered training organisation either through financial assistance, flexible rostering or supervised practice and/or study leave.</p> <p>Automatic progression to Grade 2 will occur on the successful completion of the Certificate III in Health (Hospital Pharmacy Technician).</p>

Classification	Description
<p>Pharmacy Technician Grade 2</p>	<p>Means a qualified person who, within established guidelines and procedures, undertakes work of a more complex nature. Activities may include but are not limited to drug distribution, store work, dispensary, non-sterile manufacturing, pre-packing, dispensary, ward pharmacy support work. A Grade 2 Pharmacy Technician may perform their role without the direct supervision of a Grade 3 or 4 or a Pharmacist, but is under the immediate direction of a Grade 3 or 4 or a Pharmacist</p> <p>A mandatory requirement for this level is a certificate III in Health (Hospital Pharmacy Technician) awarded by a registered training organisation or equivalent qualification (as approved by the Pharmacy Board of Victoria or equivalent body).</p> <p>Grade 2 Pharmacy Technicians will be encouraged and offered an opportunity within the first 12 months of this agreement to complete the certificate IV in Health (Hospital Pharmacy Technician) through a registered training organisation, either through financial assistance, flexible rostering or supervised practice and/or study leave arrangements.</p>
<p>Pharmacy Technician Grade 3</p>	<p>Is a person with a minimum of three years full time experience as a qualified Pharmacy Technician.</p> <p>Is able to work within established procedures or in specialised areas (such as drug information, PBS management, research, assisting in the manufacture of pharmaceuticals) with a high degree of autonomy and accountability in accordance with Pharmacy Board of Victoria Guidelines. In addition the Grade 3 Pharmacy Technician may undertake work in specialised areas such as sterile cytotoxic manufacturing and drug utilization and evaluation.</p> <p>A Grade 3 Pharmacy Technician assists in the supervision, training/mentoring of other Pharmacy Technicians at that hospital and if required will undertake a clinical tutor role. A Grade 3 Pharmacy Technician will relieve the Grade 4 as required.</p> <p>A Pharmacy Technician will hold a Certificate IV in Health (Hospital Pharmacy Technician) course or equivalent that has been awarded by a registered training organization or as approved by the Pharmacy Board of Victoria (e.g. Peter McCallum chemotherapy preparation course). The incumbents are advanced practitioners and the work undertaken at Grade 3 should be seen in this context.</p>

Classification	Description
Pharmacy Technician Grade 4	<p>Is a person who is appointed as such and who meets the criteria of a Pharmacy Technician Grade 3. In addition, a Grade 4 Pharmacy Technician undertakes additional managerial responsibilities including assisting the Pharmacy management with rostering, allocations, professional development, and the supervision and training of staff.</p> <p>A mandatory requirement for a Grade 4 is the certificate IV in Health (Hospital Pharmacy Technician) or equivalent</p>

12. Lifestyle Assistant Structure

12.1 New Classification Structure – Lifestyle Assistants (effective FFPPOA 1 July 2022)

Classification	Description
Lifestyle Assistant Grade 1	<p>Means a Lifestyle Assistant who:</p> <p>Experience</p> <ul style="list-style-type: none"> Capable of performing work within the scope of an unqualified Lifestyle Assistant under limited supervision in accordance with employer requirements: <p>Qualification</p> <ul style="list-style-type: none"> doesn't hold a Lifestyle Assistant Qualification or, holds a <i>Certificate III in Aged Care (CHC30212)</i> (or equivalent) and has less than twelve months experience (full time equivalent) as a Lifestyle Assistant Grade 1; or, holds a <i>Certificate IV in Leisure and Health (CHC43415)</i> (or equivalent) and has less than six months experience (full time equivalent) as a Lifestyle Assistant Grade 1. <p>Duties</p> <ul style="list-style-type: none"> Provide activities/diversional therapy to Aged Care residents/clients. Planning and implementing activity programs to meet the needs of the residents/clients in accordance with residential aged care support guidelines. Maintain and document Leisure and Lifestyle care plans for each resident. <p>Progression A Grade 1 will automatically progress to Grade 2 where they:</p>

Classification	Description
	<ul style="list-style-type: none"> hold a <i>Certificate III in Aged Care (CHC30212)</i> (or equivalent) and have twelve months experience (full time equivalent) as a Lifestyle Assistant Grade 1; or, holds a <i>Certificate IV in Leisure and Health (CHC43415)</i> (or equivalent) and have six months experience (full time equivalent) as a Lifestyle Assistant Grade 1. <p>A Grade 1 will be eligible to request support set out in Clause 33 – Workforce Skills, Capability and Mobility to facilitate the completion of a Lifestyle Assistant Qualification</p>
<p>Lifestyle Assistant Grade 2</p>	<p>Means a Lifestyle Assistant who:</p> <p>Experience</p> <ul style="list-style-type: none"> Capable of performing work within the scope of a qualified Lifestyle Assistant in accordance with employer requirements: <p>Qualification</p> <ul style="list-style-type: none"> hold a <i>Certificate III in Aged Care (CHC30212)</i> (or equivalent) and has twelve months experience (full time equivalent) as a Lifestyle Assistant Grade 1; or, holds a <i>Certificate IV in Leisure and Health (CHC43415)</i> (or equivalent) and has six months experience (full time equivalent) as a Lifestyle Assistant Grade 1. <p>Duties In addition to the duties of a Grade 1:</p> <ul style="list-style-type: none"> Involvement in quality improvement activities and development of best work practices Able to prioritise their own work within established policies, guidelines and procedures; work independently with a high level of accountability <p>Progression</p> <ul style="list-style-type: none"> Progression to Grade 3 will be by appointment only
<p>Lifestyle Assistant Grade 3</p>	<p>Means a Lifestyle Assistant, appointed as such, who:</p> <p>Experience</p> <ul style="list-style-type: none"> Capable of performing work within the scope of a qualified Lifestyle Assistant Coordinator in accordance with employer requirements: <p>Qualification</p>

Classification	Description
	<ul style="list-style-type: none"> • hold a <i>Certificate III in Aged Care (CHC30212)</i> (or equivalent) and has twelve months experience (full time equivalent) as a Lifestyle Assistant Grade 1; or, • holds a <i>Certificate IV in Leisure and Health (CHC43415)</i> (or equivalent) and has six months experience (full time equivalent) as a Lifestyle Assistant Grade 1. <p>Duties In addition to the duties performed at the Grade 2 level, a Grade 3 employee will:</p> <ul style="list-style-type: none"> • Be appointed as a Leisure and Lifestyle Coordinator who holds overall responsibility for the development, implementation, evaluation and continuous improvement of leisure and lifestyle programmes. • Responsible for supervision, work allocation, rostering and guidance of other Lifestyle Assistants.

For the purpose of this Structure, a '**Lifestyle Assistant Qualification**' means a:

- (i) Certificate III in Aged Care (CHC30212); or,
- (ii) Certificate IV in Leisure and Health (CHC43415); or
- (iii) An equivalent qualification awarded by a registered training organisation, recognised by the Employer as such.

13. Complimentary Therapies Worker Structure

13.1 New Classification Structure – Complimentary Therapies (effective FFPPOA 1 July 2022)

13.2 A Complimentary Therapies Worker Is an Employee who delivers a range of approaches to care aimed at enhancing quality of life and improving wellbeing, generally used in conjunction with conventional medical treatments as part of a wider treatment plan devised by the registered health practitioner.

Types of complimentary therapies may include:

- (a) Acupuncture
- (b) Relaxation
- (c) Meditation and guided imagery
- (d) Gentle exercise
- (e) Therapies using herbs and plants

- (f) Massage
- (g) Reiki
- (h) Aromatherapy

13.3 Complimentary Therapies Worker will be classified according to the following descriptors:

Classification	Description
Complementary Therapies Worker Grade 1	<p><u>Experience</u></p> <ul style="list-style-type: none"> • Capable of performing work within the scope of practice determined by the Employer <p><u>Qualification</u></p> <ul style="list-style-type: none"> • Unqualified, or holds a qualification within the scope determined by the Employer that is not recognised as equivalent to the Australian Qualification Framework (AQF) Level 3 (Certificate III) <p><u>Duties</u></p> <ul style="list-style-type: none"> • Delivery therapies and provide education within the scope of practice determined by the Employer and in accordance with the wider treatment plan devised by the registered health practitioner. • Monitoring patient/client progress and documenting outcomes
Complementary Therapies Worker Grade 2	<p><u>Experience</u></p> <ul style="list-style-type: none"> • Capable of performing work within the scope of their qualification and scope determined by the Employer. <p><u>Qualification</u></p> <ul style="list-style-type: none"> • Holds a qualification within the scope determined by the Employer recognised as equivalent to the Australian Qualification Framework (AQF) Level 3 (Certificate III) <p><u>Duties</u></p> <ul style="list-style-type: none"> • Delivery therapies and provide education within the scope of practice determined by the Employer and in accordance with the wider treatment plan devised by the registered health practitioner. • Monitoring patient/client progress and documenting outcomes
Complementary Therapies Worker Grade 3	<p><u>Experience</u></p> <ul style="list-style-type: none"> • Capable of performing work within the scope of their qualification and scope determined by the Employer. <p><u>Qualification</u></p> <ul style="list-style-type: none"> • Holds a qualification within the scope determined by the Employer recognised as equivalent to the Australian Qualification Framework (AQF) Level 4 (Certificate IV) <p><u>Duties</u></p>

Classification	Description
	<ul style="list-style-type: none">• Delivery therapies and provide education within the scope of practice determined by the Employer and in accordance with the wider treatment plan devised by the registered health practitioner.• Monitoring patient/client progress and documenting outcomes

SECTION 3 – MANAGERS AND ADMINISTRATIVE WORKERS TERMS AND CONDITIONS

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PART A – GENERAL TERMS

2. Application of Section 3

- 2.1** The terms of Section 3 of this Agreement are additional terms specific to Managers and Administrative Workers (as defined in **Schedule 3D**).
- 2.2** For the avoidance of doubt, all entitlements and terms contained in Section 3 of this Agreement have no application to Health and Allied Services Employees or Dental Assistants (as defined in Section 2).
- 2.3** References to clause numbers in this section refer to the applicable clause within this Section.

PART B – TYPE OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT

3. Notice of Termination – Employer

- 3.1** The Employer must not terminate an Employee's employment unless they have given the Employee written notice of the day of the termination (which cannot be before the day the notice is given).
- 3.2** In order to terminate the employment of an Employee, the Employer will give 4 weeks written notice, or pay one month's wages in lieu of notice.
- 3.3** The period of notice in subclause 3.2 will be increased by one week if the Employee is over 45 years of age and has completed at least 2 years continuous service with the Employer at the end of the day the notice is given.
- 3.4** For the purposes of this clause:
 - (a) a period of service by an Employee with an Employer is a period during which the Employee is Employed by the Employer, but not including any period of unauthorised absence; and
 - (b) a period of unauthorised absence does not break an Employee's continuous service with an Employer, but is not to be counted towards the length of the Employee's continuous service.
- 3.5** A transferring Employee's period of continuous service includes each period of continuous service of the Employee with an old Employer in the business being transferred (whether or not the old Employer was previously a new Employer in connection with the business). However, the Employee's continuous service with an old Employer is disregarded so far as the Employee had previously received notice of termination, or payment in lieu of such notice, in respect of that service.
- 3.6** The Employer must not terminate the Employee's employment unless:

- (a) the time between giving the notice and the day of the termination is at least the period (the minimum period of notice) worked out under this clause 3; or
- (b) the Employer has paid the Employee payment in lieu of notice of at least the amount the Employer would have been liable to pay the Employee at the full rate of pay for the hours he or she would have worked had the employment continued until the end of the minimum period of notice;
- (c) provided that the employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

3.7 Notice of termination will not apply in the case of dismissal for serious and wilful misconduct.

3.8 Where an Employer has given notice of termination to an Employee, the Employee will be allowed up to one days' time off without loss of pay for the purpose of seeking other employment. The time off will be taken at times that are convenient to the Employee, following consultation with the Employer.

4. Notice of Termination - Employee

4.1 The notice of termination required by an Employee is 4 weeks' notice.

4.2 If an Employee who is at least 18 years old fails to give the notice specified in subclause 4.1 the Employer may deduct from wages due to the Employee under this Agreement an amount that is no more than one week's wages for the Employee. Any deduction made under this subclause must not be unreasonable in the circumstances.

PART C – ALLOWANCES AND REIMBURSEMENTS

5. Higher Duties

5.1 Employees, who are engaged in duties that carry a higher rate of pay than the Employee's ordinary classification, will be entitled to payment of higher duties in accordance with the provisions of this clause.

5.2 Employees who are required to assume the duties of an Employee on a higher classification for a period of five consecutive working days or more will be paid not less than the minimum rate for the classification of the Employee being relieved, for the period of higher duties.

5.3 Administrative Worker 1A

Instead of the entitlement under subclause 5.1 above, Employees engaged in the classification of Grade 1A (under either **Part 1** or **Part 2** of **Schedule 3D**) who are engaged for more than one hour in duties carrying a higher rate than their ordinary classification, will be paid the higher rate of pay for the full day or shift. If such Employee is engaged in higher duties for one hour or less, they are only entitled to payment at the higher rate for the time actually worked.

6. Removal Expenses

This clause only applies to Managers and Administrative Workers not employed by Royal Women's Hospital or Royal Children's Hospital

- 6.1** Where an Employee is required to transfer to an alternate work location that is more than 48 kilometres from the place where the Employee has been employed for a period of at least two years, such Employee will be reimbursed reasonable removal expenses by the Employer to which the Employee transfers.
- 6.2** Provided that in the case of a transfer where an Employee is required by their new Employer to reside at a distance less than 50 kilometres from their former residence the Employee will not be reimbursed reasonable removal expenses.

PART D – HOURS OF WORK AND RELATED MATTERS

7. Hours of Work

- 7.1** The ordinary hours of work for a full-time Employee will be 38 hours, or an average of 38 hours, per week in a fortnight or 4 week period.
- 7.2** For the purposes of subclause 7.1, the ordinary hours an Employee works in a week are taken to include any hours of authorised leave, or absence, whether paid or unpaid, that the Employee takes in a week.
- 7.3** The working week will commence at midnight on a Sunday.
- 7.4** Notwithstanding any authorised meal breaks or rest breaks, the work of each day/shift will be continuous.
- 7.5 12-hour shifts**
- (a) 12-hour shifts may be performed by mutual agreement between the Employee and Employer provided that:
- (i) The Employer must notify the HWU of any requests to engage an Employee on 12-hour shift arrangements and consult where requested;
 - (ii) The Employer must monitor the Employee in accordance with the Work-Related Fatigue Clause at **Section 1**, clause 78.2; and
 - (iii) The Employer must ensure that an Employee working 12-hour shifts will not be paid any less than the relevant Modern Award entitlement.
 - (iv) The Employee must be provided 10 consecutive hours off duty after each 12-hour shift, otherwise Overtime rates apply for each hour worked until the 10 consecutive hours off duty is provided.

8. Roster

- 8.1 This clause only applies to Employees who perform shiftwork within the meaning of Section 1 clause 45 (Shiftwork)
- 8.2 A roster of at least 14 days' duration will be posted at least 14 days before it comes into operation at each work location in a place where it may be readily seen by such Employees and the Secretary or other accredited representative of the HWU.
- 8.3 Rosters will set out the Employees' daily ordinary hours of work, start times, finish times and meal intervals.
- 8.4 Seven days' notice will be given of a change in roster, except in emergency situations.
- 8.5 **Change of roster**
- (a) Where the Employer requires an Employee, without seven (7) days' notice and outside the expected circumstances in subclause 8.2 above, to perform ordinary duty at other times than those previously rostered, the Employee will be paid in accordance with the hours worked plus a daily change of roster allowance pursuant to **Schedule 3C**.
 - (b) Provided that a part-time Employee who agrees to work shift(s) in addition to those already rostered will not be entitled to the Change of Roster allowance for the additional shift(s) worked.
- 8.6 An Employee may apply in writing to the Employer to have their roster fixed by the provisions of subclause 8.7 below in lieu of clauses 8.2 to 8.5 above.
- 8.7 Rosters will be fixed by mutual agreement, subject to the provisions of the Agreement.
- 8.8 An Employee may repudiate a request made under clause 8.6 at any time, by giving written notice to the Employer. In such a case the roster of the Employee will be determined according to clauses 8.2 to 8.5 from the commencement of the next full roster period, being not less than five (5) clear days after such repudiation is received in writing by the Employer.
- 8.9 Rosters will be drawn up so as to provide at least eight (8) hours between successive periods of ordinary duty.

9. Weekend Work

- 9.1 All rostered time of ordinary duty performed between midnight on Friday and Midnight on Sunday will be paid for at the rate of 150% (based on 1/38th of the weekly salary set out in **Schedule 3B**)
- 9.2 Where Employees are required to carry out duties on a Saturday or Sunday in excess of the weeks work, such duties will be paid for at the rate of 200% (based on 1/38ths of the weekly salary set out in **Schedule 3B**).

10. Overtime

- 10.1** Where an Employee is required to work reasonable additional hours, they will be entitled to payment of overtime in accordance with the provisions of this clause.
- 10.2** Overtime, other than for time worked during the daylight savings change over period prescribed at subclause 49.1 of Section 1, means work that is performed:
- (a) by a full-time employee, where:
 - (i) work is performed in excess of the ordinary agreed hours on a particular day; or,
 - (ii) work is performed in excess of ordinary hours as prescribed in subclause 7.1 of Section 3; or
 - (iii) work is performed in excess of twelve hours in any one shift,
 - (b) by a part-time employee, where:
 - (i) work is performed in excess of ordinary hours as prescribed in subclause 7.1 of Section 3; or
 - (ii) the Employer directs the Employee to work additional hours beyond those agreed in clause 21.3 of Section 1, but excluding where an Employee is offered and accepts additional ordinary hours as described at subclause 21.10 (Additional Hours) of Section 1; or
 - (iii) work is performed in excess of twelve hours in any one shift,
- 10.3** Only authorised overtime will be paid for at the following overtime rates:
- (a) For Overtime that arises pursuant to subclause 10.2(a) and 10.2(b)
 - (i) 150% (based on 1/38th of the weekly salary set out in **Schedule 3B**) for the first two hours and 200% (based on 1/38th of the weekly salary set out in **Schedule 3B**) thereafter
 - (b) For Overtime outside a spread of 12 hours after commencing ordinary duty
 - (i) 200% (based on 1/38th of the weekly salary set out in **Schedule 3B**)

11. Overtime In Lieu

- 11.1** An Employee may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer.
- 11.2** Overtime taken as time off during ordinary time hours will be taken at the penalty time rate. That is, one and one half hours off or two hours off, as the case may be, for each overtime hour worked.
- 11.3** An Employer will provide payment at the appropriate overtime rate where time off in lieu has not been taken within four weeks of accrual.
- 11.4** For the purposes of this clause, in accruing or calculating payment of overtime, each period of overtime will stand alone.

PART E – EDUCATION AND PROFESSIONAL DEVELOPMENT

12. Study Leave

This clause only applies to Managers and Administrative Workers not employed by Royal Women's Hospital or Royal Children's Hospital.

- 12.1** Paid study leave will be available to full-time and part-time Employees of up to 4 hours per week for 26 weeks per annum, at the Employer's discretion.
- 12.2** Paid study leave may be taken as mutually agreed by, for example, 4 hours per week, 9 hours per fortnight or blocks of 38 hours at a residential school.
- 12.3** A part-time Employee will be entitled to paid study leave on a pro-rata basis.
- 12.4** An Employee wishing to take study leave in accordance with this clause must apply in writing to the Employer as early as possible prior to the proposed leave date. The Employee's request should include details of:
 - (a) the proposed course and institution in which the Employee is enrolled or proposes to enrol; and
 - (b) the relevance of the course to the Employee's profession.
- 12.5** The Employer will notify the Employee of whether his or her request for study leave has been approved within 7 days of the application being made.
- 12.6** Leave pursuant to this clause does not accumulate from year to year.

13. Examination Leave

This clause only applies to Managers and Administrative Workers not employed by Royal Women's Hospital or Royal Children's Hospital.

- 13.1** An Employee will be granted leave on full pay in order to attend examinations necessary to obtain higher qualifications in such courses as are undertaken with the knowledge and approval of the Employer.
- 13.2** The amount of leave will be such as to allow the Employee to proceed to and from the place of examinations and in addition allow three clear working days other than a Saturday or a Sunday for pre-examination study if this is so desired.
- 13.3** Any leave granted under the provisions of this clause will be in addition to annual leave granted pursuant to clause 53 (Annual Leave).
- 13.4** Leave with pay granted under the provisions of this clause will not exceed six clear working days per year.

14. Education and Training

This clause only applies to Managers and Administrative Workers employed by Royal Women's Hospital or Royal Children's Hospital.

- 14.1** The parties recognise that the health services are regarded as state, national and international centres of excellence within the field of Paediatrics and Adolescence, and Women’s Health and Infertility. As a consequence, the health services assume a vital role in education at a professional and community level.
- 14.2** The parties agree that Employees’ education will be supported on a formal and informal basis and that, wherever possible, resources will continue to be provided to support these programs.
- 14.3** Relevant and specific in-service education and training will be offered to all Employees on a regular basis comprising a minimum of four hours per month.

15. Professional Development Leave

This clause only applies to Managers and Administrative Workers employed by Royal Women’s Hospital or Royal Children’s Hospital.

- 15.1** In recognition of the importance of ongoing professional development, an Employee may seek approval for 5 days paid professional leave, to attend a conference, seminar, workshop etc approved by the Employer.
- 15.2** Professional development leave is non cumulative.
- 15.3** The Employer will not unreasonably withhold authorisation for Professional Development leave.
- 15.4** Professional development leave must be clearly linked to the Employee’s profession and may include a requirement to report back to other staff.

PART F – CLASSIFICATION AND STAFFING

16. Worker Wellbeing and Employment Support Officers

- 16.1** From commencement of this Agreement, the role of:
- (a) Worker Wellbeing Officers will be introduced in accordance with **Schedule 3F**;
 - (b) Aboriginal Employment Support Officers will be introduced in accordance with **Schedule 3G**;
 - (c) Disability Employment Support Officers will be introduced in accordance with **Schedule 3H**; and
 - (d) Veteran Employment Support Officers will be introduced in accordance with **Schedule 3I**.

Employees who perform the roles listed in subclause 16.1 will be classified under as Grade 3 under Part 1 or Part 2 of **Schedule 3D** (as applicable).

**17. Translation of Managers and Administrative Workers
(Royal Children’s Hospital & Royal Women’s Hospital
only)**

- 17.1** From FFPPOA 1 July 2021, Employees classified as Grade 1 Level 5 (AO12) will translate to Grade 2 Level 2 (AO22)
- 17.2** Employees who translate in accordance with this clause will increment to the next Level on 1 July 2022 and each year thereafter.

SCHEDULE 3B – WAGE RATES

PART 1: Managers and Administrative Workers (other than Royal Women’s Hospital and Royal Children’s Hospital)

The following weekly rates of pay apply only to Managers and Administrative Workers whose employment is covered by the classifications set out in **Part 1** of **Schedule 3D** of this Agreement.

Classification	Pay Code	Current	FFPPOA 1 July 2021	FFPPOA 1 July 2022	FFPPOA 1 July 2023	FFPPOA 1 July 2024
Grade 1A	HS1A	\$1,054.60	\$1,054.60	\$1,054.60	\$1,054.60	\$1,054.60
Grade 1 Level 1	HS1	\$1,123.90	\$1,123.90	\$1,123.90	\$1,123.90	\$1,123.90
Grade 1 Level 2		N/A	\$1,135.20	\$1,146.50	\$1,157.80	\$1,168.90
Grade 1 Level 3		N/A	\$1,143.60	\$1,163.30	\$1,183.00	\$1,202.60
Grade 1 Level 4		N/A	\$1,152.00	\$1,180.10	\$1,208.20	\$1,236.30
Grade 1 Level 5		N/A	N/A	N/A	\$1,214.20	\$1,242.50
Grade 2 Level 1	HS2	\$1,284.00	\$1,284.00	\$1,284.00	\$1,284.00	\$1,284.00
Grade 2 Level 2		N/A	\$1,296.90	\$1,309.80	\$1,322.70	\$1,335.40
Grade 2 Level 3		N/A	\$1,306.50	\$1,329.00	\$1,351.50	\$1,373.90
Grade 2 Level 4		N/A	\$1,316.10	\$1,348.20	\$1,380.30	\$1,412.40
Grade 2 Level 5		N/A	N/A	N/A	\$1,387.20	\$1,419.46
Grade 3 Level 1	HS3	\$1,431.70	\$1,431.70	\$1,431.70	\$1,431.70	\$1,431.70
Grade 3 Level 2		N/A	\$1,446.00	\$1,460.30	\$1,474.60	\$1,489.00
Grade 3 Level 3		N/A	\$1,456.80	\$1,481.90	\$1,507.00	\$1,531.90
Grade 3 Level 4		N/A	\$1,467.50	\$1,503.30	\$1,539.10	\$1,574.90
Grade 3 Level 5		N/A	N/A	N/A	\$1,546.80	\$1,582.80
Grade 4 Level 1	HS4	\$1,608.80	\$1,608.80	\$1,608.80	\$1,608.80	\$1,608.80
Grade 4 Level 2		N/A	\$1,624.90	\$1,641.00	\$1,657.10	\$1,673.20
Grade 4 Level 3		N/A	\$1,637.00	\$1,665.20	\$1,693.40	\$1,721.40

SCHEDULE 3B – WAGE RATES

PART 1: Managers and Administrative Workers (other than Royal Women’s Hospital and Royal Children’s Hospital)

SECTION 3 – MANAGERS AND ADMINISTRATIVE WORKERS

Grade 4 Level 4		N/A	\$1,649.00	\$1,689.20	\$1,729.40	\$1,769.70
Grade 4 Level 5		N/A	N/A	N/A	\$1,738.00	\$1,778.50
Grade 5 Level 1	HS5	\$1,785.70	\$1,785.70	\$1,785.70	\$1,785.70	\$1,785.70
Grade 5 Level 2		N/A	\$1,803.60	\$1,821.50	\$1,839.40	\$1,857.10
Grade 5 Level 3		N/A	\$1,817.00	\$1,848.30	\$1,879.60	\$1,910.70
Grade 5 Level 4		N/A	\$1,830.40	\$1,875.10	\$1,919.80	\$1,964.30
Grade 5 Level 5		N/A	N/A	N/A	\$1,929.40	\$1,974.10
Grade 6	HS6	\$1,962.80	\$2,002.10	\$2,042.10	\$2,082.90	\$2,124.60
Grade 7	HS7	\$2,169.40	\$2,212.80	\$2,257.10	\$2,302.20	\$2,348.20
Grade 8	HS8	\$2,427.80	\$2,476.40	\$2,525.90	\$2,576.40	\$2,627.90
Grade 9	HS9	\$2,638.70	\$2,691.50	\$2,745.30	\$2,800.20	\$2,856.20
Grade 10	HS10	\$2,864.40	\$2,921.70	\$2,980.10	\$3,039.70	\$3,100.50

SCHEDULE 3B – WAGE RATES

PART 1: Managers and Administrative Workers (other than Royal Women's Hospital and Royal Children's Hospital)

PART 2: Managers and Administrative Officers – Royal Women’s Hospital and Royal Children’s Hospital

The following weekly rates of pay apply only to Managers and Administrative Workers who are employed either by Royal Women’s Hospital or the Royal Children’s Hospital whose employment is covered by the classifications set in **Part 2** of **Schedule 3D** of this Agreement.

Classification	Pay Code	Current	FFPPOA 1 July 2021	FFPPOA 1 July 2022	FFPPOA 1 July 2023	FFPPOA 1 July 2024
Grade 1A	AO09	\$1,054.60	\$1,054.60	\$1,054.60	\$1,054.60	\$1,054.60
Grade 1 Level 1	AO10	\$1,123.90	\$1,123.90	\$1,123.90	\$1,123.90	\$1,123.90
Grade 1 Level 2		N/A	\$1,142.20	\$1,146.38	\$1,157.62	\$1,168.90
Grade 1 Level 3		N/A	\$1,150.70	\$1,163.24	\$1,182.90	\$1,202.60
Grade 1 Level 4	AO11	\$1,182.30	\$1,159.20	\$1,180.10	\$1,208.19	\$1,236.30
Grade 1 Level 5	AO12	\$1,230.70	\$1,230.70	\$1,230.70	\$1,230.70	\$1,242.50
Grade 2 Level 1	AO21	\$1,182.30	\$1,207.70	\$1,233.10	\$1,258.50	\$1,284.00
Grade 2 Level 2	AO22	\$1,230.70	\$1,256.90	\$1,283.10	\$1,309.30	\$1,335.40
Grade 2 Level 3	AO23	\$1,266.60	\$1,293.40	\$1,320.20	\$1,347.00	\$1,373.90
Grade 2 Level 4	AO24	\$1,304.60	\$1,331.60	\$1,358.60	\$1,385.60	\$1,412.40
Grade 2 Level 5	AO25	\$1,357.10	\$1,372.70	\$1,388.30	\$1,403.90	\$1,419.46
Grade 3 Level 1	AO31	\$1,304.60	\$1,336.40	\$1,368.20	\$1,400.00	\$1,431.70
Grade 3 Level 2	AO32	\$1,357.10	\$1,390.10	\$1,423.10	\$1,456.10	\$1,489.00
Grade 3 Level 3	AO33	\$1,397.80	\$1,431.30	\$1,464.80	\$1,498.30	\$1,531.90
Grade 3 Level 4	AO34	\$1,439.70	\$1,473.50	\$1,507.30	\$1,541.10	\$1,574.90
Grade 3 Level 5	AO35	\$1,460.00	\$1,490.70	\$1,521.40	\$1,552.10	\$1,582.80
Grade 4 Level 1	AO41	\$1,439.70	\$1,482.00	\$1,524.30	\$1,566.60	\$1,608.80
Grade 4 Level 2	AO42	\$1,460.00	\$1,513.30	\$1,566.60	\$1,619.90	\$1,673.20
Grade 4 Level 3	AO43	\$1,503.80	\$1,558.20	\$1,612.60	\$1,667.00	\$1,721.40
Grade 4 Level 4	AO44	\$1,548.80	\$1,604.00	\$1,659.20	\$1,714.40	\$1,769.70
Grade 4 Level 5	AO45	\$1,618.00	\$1,658.10	\$1,698.20	\$1,738.30	\$1,778.50
Grade 5 Level 1	AO51	\$1,618.00	\$1,659.90	\$1,701.80	\$1,743.70	\$1,785.70
Grade 5 Level 2	AO52	\$1,687.20	\$1,729.70	\$1,772.20	\$1,814.70	\$1,857.10

SCHEDULE 3B – WAGE RATES

PART 2: Managers and Administrative Officers – Royal Women’s Hospital and Royal Children’s Hospital

SECTION 3 – MANAGERS AND ADMINISTRATIVE WORKERS

Classification	Pay Code	Current	FFPPOA 1 July 2021	FFPPOA 1 July 2022	FFPPOA 1 July 2023	FFPPOA 1 July 2024
Grade 5 Level 3	AO53	\$1,737.80	\$1,781.00	\$1,824.20	\$1,867.40	\$1,910.70
Grade 5 Level 4	AO54	\$1,789.90	\$1,833.50	\$1,877.10	\$1,920.70	\$1,964.30
Grade 5 Level 5	AO55	\$1,815.50	\$1,855.20	\$1,894.90	\$1,934.60	\$1,974.10
Grade 6 Level 1	AO61	\$1,815.50	\$1,892.80	\$1,970.10	\$2,047.40	\$2,124.60
Grade 6 Level 2	AO62	\$1,860.50	\$1,927.30	\$1,994.10	\$2,060.90	\$2,127.60
Grade 6 Level 3	AO63	\$1,917.20	\$1,970.30	\$2,023.40	\$2,076.50	\$2,129.60
Grade 6 Level 4	AO64	\$1,973.80	\$ 2,013.50	\$2,053.20	\$2,092.90	\$2,132.60
Grade 6 Level 5	AO65	\$2,002.10	\$2,035.50	\$2,068.90	\$2,102.30	\$2,135.60
Grade 7 Level 1	AO71	\$1,973.80	\$2,013.30	\$2,053.60	\$2,094.70	\$2,136.60
Grade 7 Level 2	AO72	\$2,002.10	\$2,042.10	\$2,082.90	\$2,124.60	\$2,167.10
Grade 7 Level 3	AO73	\$2,062.20	\$2,103.40	\$2,145.50	\$2,188.40	\$2,232.20
Grade 7 Level 4	AO74	\$2,124.00	\$2,166.50	\$2,209.80	\$2,254.00	\$2,299.10
Grade 7 Level 5	AO75	\$2,154.60	\$2,197.70	\$2,241.70	\$2,286.50	\$2,332.20
Grade 8 Level 1	AO81	\$2,154.60	\$2,197.70	\$2,241.70	\$2,286.50	\$2,332.20
Grade 8 Level 2	AO82	\$2,207.90	\$2,252.10	\$2,297.10	\$2,343.00	\$2,389.90
Grade 8 Level 3	AO83	\$2,274.10	\$2,319.60	\$2,366.00	\$2,413.30	\$2,461.60
Grade 8 Level 4	AO84	\$2,342.40	\$2,389.20	\$2,437.00	\$2,485.70	\$2,535.40
Grade 8 Level 5	AO85	\$2,377.80	\$2,425.40	\$2,473.90	\$2,523.40	\$2,573.90

SCHEDULE 3B – WAGE RATES

PART 2: Managers and Administrative Officers – Royal Women’s Hospital and Royal Children’s Hospital

SCHEDULE 3C – ALLOWANCES

PART 1: Managers and Administrative Workers (other than Royal Women’s Hospital and Royal Children’s Hospital)

The following allowances apply only to Managers and Administrative Workers whose employment is covered by the classifications set out in **Part 1 of Schedule 3D** of this Agreement.

*NOTE: Allowances marked with * apply to Clerical Workers who have transferred from 1 October 2017 into Administrative Worker Grades 1A to 2.*

Allowance	Current	FFPPOA 1 July 2021	FFPPOA 1 July 2022	FFPPOA 1 July 2023	FFPPOA 1 July 2024
Shift Allowances					
Morning Shift	\$28.00	\$28.60	\$29.20	\$29.80	\$30.40
Afternoon Shift	\$28.00	\$28.60	\$29.20	\$29.80	\$30.40
Night Shift	\$44.50	\$45.40	\$46.30	\$47.20	\$48.10
Night Shift (Clerical Worker)*	\$60.70	\$61.90	\$63.10	\$64.40	\$65.70
Permanent Night Shift	\$55.70	\$56.80	\$57.90	\$59.10	\$60.30
Permanent Night Shift (Clerical Worker)*	\$69.60	\$71.00	\$72.40	\$73.80	\$75.30
Change of Shift	\$44.50	\$45.40	\$46.30	\$47.20	\$48.10
Change of Roster (from 1 October 2017)	\$24.00	\$24.50	\$25.00	\$25.50	\$26.00
On-Call - Mon to Fri	\$24.00	\$24.50	\$25.00	\$25.50	\$26.00
On Call - Public Holidays and all other times	\$41.60	\$42.40	\$43.20	\$44.10	\$45.00
Meal Allowance					
After 1 hour of shift	\$15.10	\$15.40	\$15.70	\$16.00	\$16.30
After 4 hours of shift	\$12.10	\$12.30	\$12.50	\$12.80	\$13.10
After 5 hours on a Sat, Sun or RDO	\$15.10	\$15.40	\$15.70	\$16.00	\$16.30
After 9 hours on a Sat, Sun or RDO	\$12.10	\$12.30	\$12.50	\$12.80	\$13.10
Uniform Allowance					
Amount per day	\$2.04	\$2.08	\$2.12	\$2.16	\$2.21
Amount per week	\$10.31	\$10.52	\$10.73	\$10.94	\$11.16
Lead Apron Allowance (Interpreters & Theatre Technician Managers only)					
Lead Apron	N/A	\$8.00	\$8.24	\$8.49	\$8.74
Laundry Allowance					
Amount per day	\$0.50	\$0.51	\$0.52	\$0.53	\$0.54
Amount per week	\$2.43	\$2.48	\$2.53	\$2.58	\$2.63
Leave Loading Cap					
Leave loading cap (weekly salary exceeds)	\$1,934.50	\$1,973.20	\$2,012.70	\$2,053.00	\$2,094.10
Leave Loading Amount (on 4 weeks annual leave)	\$1,354.20	\$1,381.30	\$1,408.90	\$1,437.10	\$1,465.80
Vehicle Allowances					

SCHEDULE 3C – ALLOWANCES

PART 1: Managers and Administrative Workers (other than Royal Women’s Hospital and Royal Children’s Hospital)

SECTION 3 – MANAGERS AND ADMINISTRATIVE WORKERS

Allowance	Current	FFPPOA 1 July 2021	FFPPOA 1 July 2022	FFPPOA 1 July 2023	FFPPOA 1 July 2024
Motor Vehicles (cents per kms)					
Under 5 Cyl	\$0.82	\$0.84	\$0.85	\$0.87	\$0.89
5 Cyl and over	\$1.00	\$1.02	\$1.04	\$1.06	\$1.08
Motor Cycles (cents per kms)					
Under 250 cc	\$0.36	\$0.37	\$0.37	\$0.38	\$0.39
250cc and over	\$0.48	\$0.49	\$0.50	\$0.51	\$0.52
Bicycles	\$0.12	\$0.12	\$0.12	\$0.13	\$0.13

SCHEDULE 3C – ALLOWANCES

PART 1: Managers and Administrative Workers (other than Royal Women’s Hospital and Royal
Children’s Hospital)

PART 2: Managers and Administrative Workers – Royal Women’s Hospital and Royal Children’s Hospital

The following allowances apply only to Managers and Administrative Workers who are employed either by Royal Women’s Hospital or the Royal Children’s Hospital whose employment is covered by the classifications set in **Part 2 of Schedule 3D** of this Agreement.

*NOTE: Allowances marked with * only apply to Clerical Workers who have transferred from 1 October 2017 into Administrative Worker Grades 1A to 2.*

Allowance	Current	FFPPOA 1 July 2021	FFPPOA 1 July 2022	FFPPOA 1 July 2023	FFPPOA 1 July 2024
Shift Allowances					
Morning Shift	\$24.40	\$24.90	\$25.40	\$25.90	\$26.40
Afternoon Shift	\$24.40	\$24.90	\$25.40	\$25.90	\$26.40
Night Shift	\$48.60	\$49.60	\$50.60	\$51.60	\$52.60
Night Shift (Clerical Worker)*	\$60.70	\$61.90	\$63.10	\$64.40	\$65.70
Permanent Night Shift	\$60.90	\$62.10	\$63.30	\$64.60	\$65.90
Permanent Night Shift (Clerical Worker)*	\$69.60	\$71.00	\$72.40	\$73.80	\$75.30
Change of Shift	\$48.60	\$49.60	\$50.60	\$51.60	\$52.60
Change of Roster (from 1 October 2017)	\$24.00	\$24.50	\$25.00	\$25.50	\$26.00
On-Call - Mon to Fri	\$24.00	\$24.50	\$25.00	\$25.50	\$26.00
On Call - Public Holidays and all other times	\$41.60	\$42.40	\$43.20	\$44.10	\$45.00
Meal Allowance					
After 1 hour of shift	\$10.70	\$10.90	\$11.10	\$11.30	\$11.50
After 4 hours of shift	\$ 8.70	\$ 8.90	\$9.10	\$9.30	\$9.50
After 5 hours on a Sat, Sun or RDO	\$10.70	\$10.90	\$11.10	\$11.30	\$11.50
After 9 hours on a Sat, Sun or RDO	\$ 8.70	\$ 8.90	\$ 9.10	\$9.30	\$9.50
Uniform Allowance					
Amount per day	\$2.04	\$2.08	\$2.12	\$2.16	\$2.21
Amount per week	\$10.31	\$10.52	\$10.73	\$10.94	\$11.16
Laundry Allowance					
Amount per day	\$0.50	\$0.51	\$0.52	\$0.53	\$0.54
Amount per week	\$2.43	\$2.48	\$2.53	\$2.58	\$2.63
Leave Loading Cap					
Leave loading cap (weekly salary exceeds)	\$1,934.50	\$1,973.20	\$2,012.70	\$2,053.00	\$2,094.10
Leave Loading Amount (on 4 weeks annual leave)	\$1,354.20	\$1,381.30	\$1,408.90	\$1,437.10	\$1,465.80
Vehicle Allowances					
Motor Vehicles (cents per kms)					
Under 5 Cyl	\$0.82	\$0.84	\$0.85	\$0.87	\$0.89
5 Cyl and over	\$1.00	\$1.02	\$1.04	\$1.06	\$1.08

SCHEDULE 3C – ALLOWANCES

PART 2: Managers and Administrative Workers – Royal Women’s Hospital and Royal Children’s Hospital

SECTION 3 – MANAGERS AND ADMINISTRATIVE WORKERS

Allowance	Current	FFPPOA 1 July 2021	FFPPOA 1 July 2022	FFPPOA 1 July 2023	FFPPOA 1 July 2024
Motor Cycles (cents per kms)					
Under 250 cc	\$0.36	\$0.37	\$0.37	\$0.38	\$0.39
250cc and over	\$0.48	\$0.49	\$0.50	\$0.51	\$0.52
Bicycles	\$0.12	\$0.12	\$0.12	\$0.13	\$0.13

SCHEDULE 3C – ALLOWANCES

PART 2: Managers and Administrative Workers – Royal Women’s Hospital and Royal Children’s Hospital

SCHEDULE 3D – CLASSIFICATION STRUCTURE

PART 1: Managers and Administrative Workers (other than Royal Women’s Hospital and Royal Children’s Hospital)

1. Application

- 1.1 This classification structure will be commonly known as the Victorian Public Health Sector Classification System.
- 1.2 This classification structure does not apply to Managers and Administrative Workers who are employed either by the Royal Women’s Hospital or the Royal Children’s Hospital. Such Employees will be classified pursuant to **Part 2 of Schedule 3D** of this Agreement.
- 1.3 This classification structure does not apply to positions that are covered by the Health Executive Employment and Remuneration Policy (however titled or styled).

1.4 Definitions

- (a) **Continuous Service** includes continuous service with one and the same Employer or continuous service with more than one Employer
- (b) **Existing Employees** means Employees who were employed by an Employer as at the date of commencement of this Agreement.
- (c) **New Employees** means Employees who commence employment with an Employer after the date of commencement of this Agreement.
- (d) **Year of Experience** means (limited to Grade 1A – New Employees only):
- (i) an average of three shifts or more per week in a year of 24 hours a week (whichever is the lesser)
 - (ii) If the Employee averages less than three shifts per week or 48 hours per fortnight (whichever is the lesser), the Employee will need to complete an additional year classified as Grade 1A to progress in accordance with 1.6B.

1.5 Progression through classification structure – Existing Employees

A. Grade 1A only

Existing Employees who are classified pursuant to this Schedule in Grade 1A will progress through the classification structure as follows:

- (a) An Employee who, as at 1 July 2021, has **greater than twelve months continuous service** will:
-

- (i) translate to the Grade 1, Level 1 classification effective from FFPPOA 1 July 2021; and.
 - (ii) progress to the next Level from the FFPPOA 1 July each year thereafter, regardless of hours worked per annum or mode of employment.
- (b) An Employee who, as at 1 July 2021, has **less than twelve months continuous service** will:
- (i) remain classified as Grade 1A,
 - (ii) translate to the Grade 1 Level 1 classification effective from their first anniversary date
 - (iii) progress to the next Level from their anniversary date each year thereafter, regardless of hours worked per annum or mode of employment.

B. Grade 1 to 5 only

Existing Employees who are classified pursuant to this Schedule in Grade 1 through to Grade 5 will progress through the classification structure as follows:

- (a) There is no automatic progression between Grades.
- (b) An Employee who, as at 1 July 2021, has greater than **twelve months continuous service** will:
 - (i) translate to the Level 2 classification within their respective Grade, effective from FFPPOA 1 July 2021; and.
 - (ii) progress to the next Level from the FFPPOA 1 July each year thereafter, regardless of hours worked per annum or mode of employment.
- (c) An Employee who, as at 1 July 2021, has less than twelve months continuous service will:
 - (iii) translate to the Level 2 classification within their respective Grade, effective from their first anniversary date: and.
 - (iv) progress to the next Level from their anniversary date each year thereafter, regardless of hours worked per annum or mode of employment.

1.6 Progression through classification structure – New Employees

A. Grade 1A only

New Employees, whose classification of their substantive role would not exceed Grade 3, can be classified pursuant to this Schedule in Grade 1A as follows:

- (a) An Employee who commences employment with any Employer after the commencement date of this Agreement will progress to the classification

applicable to their substantive role upon completion of a Year of Experience as defined in clause 1.4(d)

- (b) Where an Employee can provide evidence (either by way of a Certificate of Service or written evidence from another Employer) that they've completed a Year of Experience (or a portion of) at another Employer within a classification provided for in **Schedule 3D**, the Employer must consider those hours when classifying an Employee in accordance with this Part.
- (c) Nothing prohibits an Employer from classifying an Employee at the Level 1 classification applicable to their substantive role from commencement.

B. Grade 1 to 5 only

New Employees who are classified pursuant to this Schedule in Grade 1 through to Grade 5 will progress through the classification structure as follows:

- (a) There is no automatic progression between Grades.
- (b) An Employee will be classified to the applicable Level having regard to the Employee's continuous service within the relevant classification.
- (c) An Employee where previous continuous service is recognised, will progress to the next Level effective from their anniversary date, regardless of hours worked per annum or mode of employment.
- (d) An Employee whose previous continuous service is not recognised, will progress to the next Level effective from their anniversary date with the new Employer, regardless of hours worked per annum or mode of employment.

2. Grade 1A

2.1 Description

Positions at the Grade 1A level require limited experience in administrative duties and are working within a well-defined work environment with clearly defined objectives.

2.2 Work Level Standard

- (a) Employees are expected to input and extract data, provide basic information and occasionally produce reports. They will be required to balance the operation of a number of clerical systems. The operation of which will not require advanced skills or expertise.
- (b) The roles are required to analyse situation and or information, clearly and accurately communicate information. Discretion is limited and bound by existing system procedures and protocols. Outcomes are monitored by a supervisor or audited by a work system.

- (c) The system content is factual, involving standard and predictable transactions. Roles may work within mixed teams and employees are expected to work cooperatively with others. Employees may rotate through a variety of tasks, as determined by managers, to provide varied work and achieve work area outcomes.
- (d) Employees at this level may be asked, from time to time, to provide induction training for Employees at this level.
- (e) These positions require a good understanding of hospital systems. Employees at this level are expected to understand hospital procedures, information requirements and protocols so they can be communicated and supportively to members of the public.

3. Grade 1

3.1 Description

Positions at the Grade 1 level are regarded as administrators or operators within a defined activity.

3.2 Work Level Standard

- (a) Grade 1 level positions require:
 - (i) technical training or experience within the role (or like roles) in excess of twelve months that involve performing clerical functions within established routines, methods and procedures
 - (ii) performance of related tasks within a defined area of activity which have clearly defined objectives.
 - (iii) the ability to obtain cooperation to comply with technical and administrative arrangements, or to provide information and advice to members of the public consistent with organisational guidelines.
- (b) There are established procedures for performing tasks. Positions are well defined, with standardised procedures, although the tasks performed may require the use of a number of accepted methods or systems. The most suitable course of action is selected from a limited range and effective choice is guided by precedent or rule and can be learned.
- (c) The positions' progress is closely monitored against standards, targets or budgets, though there is limited flexibility in the means of achieving these. The positions report frequently on work progress and/or receive instructions which determine the work program and the standards to be achieved. The positions are required to analyse situations or information, clearly and accurately communicate information, or make recommendations to peers or immediate supervisors.

3.3 Typical Role/Duties (the list is indicative, not exhaustive)

SCHEDULE 3D – CLASSIFICATION STRUCTURE

PART 1: Managers and Administrative Workers (other than Royal Women's Hospital and Royal Children's Hospital)

- (a) Prepare statistical reports and summaries and monitor and check accuracy of reports;
- (b) Monitor daily billings and collections by cashiers and banking;
- (c) Process standard claim forms, ensuring that all information is provided, and requirements are met;
- (d) Train new Employees in basic clerical or administrative functions;
- (e) Follow progress of invoices, orders or payments to ensure action occurs as specified in these documents;
- (f) Undertake enquiries related to work area; for example the availability of ordered stock, the best available price for ordered items, overdue accounts;
- (g) Maintain accurate and effective filing systems;
- (h) Communicate with external organisations such as health insurance funds, Accident Compensation Commission, Veterans' Affairs, and WorkCover claims administration agents regarding payment of accounts;
- (i) Prepare minutes and agendas, and coordinate meeting dates for committee meetings.

3.4 Positions Included at this Grade

Positions at this Grade include the following (which will only be classified at this Grade):

- (a) Interpreter (unqualified)

4. Grade 2

4.1 Description

Positions at this level are regarded as:

- (a) supervisory positions coordinating a small work group; or
- (b) as an entry level specialist role within a particular technical or professional area; or
- (c) experienced operators within a specific activity.

4.2 Work Level Standard

- (a) Undertaking Certificate/Diploma level in accordance with the Australian Quality Training Framework or equivalent. Grade 2 positions require technical/administrative training with several years' experience, or equivalent work experience. They require supervisory or technical leadership within one or two activities which have well defined objectives. Good persuasive skills

are required to obtain cooperation in the achievement of objectives or for the communication of technical or administrative information.

- (b) Positions are clearly defined and procedures established and standardised, however there is a range of varied techniques and methods available to perform work. Election of the most suitable courses of action is aided by rules, guides, procedures, precedent or management direction.
- (c) Although the positions' work progress is closely monitored against standard, budgets or targets, there is some flexibility in the means for achieving these. The positions generally report frequently on progress and performance. Supervisory positions may share accountability for actions or decisions with peers or line management, while technical or professional specialists are one of a number of sources which analyse and provide advice or a specialised service.

4.3 Typical Role/Duties (the list is indicative, not exhaustive)

- (a) Supervise the day to day activities of a small group of staff (relative to the size of the organisation) within a specified function (e.g. payroll, patient accounts);
- (b) Liaise with immediate supervisor and middle management level positions to seek and provide information;
- (c) Establish and maintain appropriate work patterns and procedures for the function supervised;
- (d) Administer the function to ensure current policy and procedures are understood and adhered to;
- (e) Prepare reports for use by management;
- (f) Liaise and consult with external agencies (e.g. Medicare, Health Insurance Funds, Transport Accident Commission, WorkCover) with regard to routine transactions;
- (g) Liaise with patients/clients to obtain information and discuss problems in relation to routine transactions;
- (h) Liaise with suppliers for the routine purchase and delivery of health service supplies.

4.4 Positions Included at this Grade

Positions at this Grade include the following (which will only be classified at this Grade):

- (a) from FFPPOA 1 October 2018 – a qualified interpreter/translator where they are accredited by the National Accreditation Authority of Translators and Interpreters (**NAATI**) and are capable of interpreting into one other language.

5. Grade 3

5.1 Description

Positions at this level are regarded as:

- (a) senior supervisory positions overseeing a small to medium sized work group (relative to the size of the health service); or
- (b) a specialist role within a particular technical or professional position; or
- (c) administrators responsible for a specified activity recognised across the health service.

5.2 Work Level Standard

- (a) Positions require proficiency in the use of established technical or administrative processes through a number of years' experience in the field or a qualified tertiary graduate. They demonstrate supervisory or technical leadership for a distinct activity which may need to be coordinated with other activities. Positions require the ability to obtain co-operation and assistance in the administration of well-defined activities and/or to influence others in the achievement of set objectives.
- (b) The broad parameters of the position are clearly defined, although judgement may be required to select from a range of standardised systems or techniques. Precedent or standard procedures or instructions generally exist for most work situations and policy guidelines may assist in the selection of the most suitable course of action.
- (c) Supervisory positions independently organise and oversee the day-to-day activities of subordinate staff within clearly defined standards, budgets and time frames. Specialist positions provide sound technical advice to peers, and to more senior positions. All positions are responsible for recommending or accepting particular actions.

5.3 Typical Role/Duties (the list is indicative, not exhaustive)

- (a) Recruit and select permanent and temporary staff for general positions;
- (b) Coordinate and submit consolidated reports;
- (c) Implement controls and systems to ensure resources are fully utilised and health service policies are implemented;
- (d) Develop and present training programs;
- (e) Liaise with senior staff to obtain and present information;
- (f) Allocate and control staff and resources to ensure activities of the work area are carried out efficiently and effectively;

- (g) Monitor safe work practices and security standards to maintain a safe and secure environment;
- (h) Assist staff with problems, and recommend action to be taken.

5.4 Positions Included at this Grade

Positions at this Grade include the following (which will only be classified at this Grade):

- (a) Workplace Trainer/Careers Advisor;
- (b) a qualified interpreter/translator, where they are accredited by the National Accreditation Authority of Translators and Interpreters (NAATI) and are capable of interpreting/translating into two or more languages).

6. Grade 4

6.1 Description

Positions at this level are regarded as:

- (a) middle management in control of a medium workforce; or
- (b) administrators managing a function, or an experienced specialist role within a particular technical or professional discipline.

6.2 Work Level Standard

- (a) Positions require proficiency in the use of broad technical or administrative processes through a number of years of experience in the field or to be a tertiary graduate with a number of years' experience in the field. They require understanding and/or leadership across an activity, which may need coordination with other activities. Considerable persuasive skills are required for successful adoption of operational schedules and to gain cooperation of the workforce.
- (b) The broad parameters of the job are well known but are often diverse and require judgement in selecting the appropriate action. Problems are generally manageable and solutions guided by precedent and practice.
- (c) Management positions are accountable for the scheduling and implementation of major work programs within defined budgets and policy guidelines. Specialist jobs provide authoritative advice to peers and more senior positions in the discipline. As such all positions are predominantly responsible for the action undertaken.

6.3 Typical Role/Duties

- (a) Provide advice on techniques and procedures for occupational health and safety matters (including infection control);
- (b) Undertake quality and risk management programs to ensure the achievement of required standards;
- (c) Develop rosters for the cleaning of all wards and presentation of gardens involving up to 100 staff;
- (d) Prepare reports on service delivery development and undertake special projects for the health service and Department of Human Services/Department of Health;
- (e) Review the staff profile and adjust where necessary to maintain the integrity of reports and the internal staff profile, advise on funding available for staffing requirements;
- (f) Oversee and contribute to the formulation, implementation and ongoing review of staff induction and training programs;
- (g) Collaborate with senior management, Medical Officers, injured Employees, unions and rehabilitation providers to devise, plan and implement rehabilitation programs;
- (h) Review existing computer software effectiveness with a view to enhancing its functionality and develop software to meet new requirements; (to be re-visited)
- (i) Prepare and interpret financial budgets, annual returns and comparative monthly statements.

7. Grade 5

7.1 Description

Positions at this level are:

- (a) senior managers, professionals and specialists who are generally responsible for a significant operational area, function or department within a division or health care services unit; or
- (b) multi-function manager of smaller health services providing a range of services across the agency.

7.2 Work Level Standard

- (a) A high degree of proficiency in the use of technical or administration processes through extensive experience would be typical at this level along with appropriate qualifications. Understanding and leadership across a number of activities within the major program require considerable coordination skills. It also requires persuasive ability to gain the

commitment of peers and subordinates in the identification of action plans and managing progress where there are competing activities.

- (b) Although work assignments apply familiar techniques and methods, there is also a requirement to recommend the modification or adaptation of techniques and methods that impact upon other areas of the agency. These activities require the detailed analysis of the major alternatives, including cost impact and implications for implementation prior to the presentation of well thought through action plans.
- (c) Considerable latitude is provided to senior managers in the design of work programs, independent allocation of resources and control over budgets. Nonetheless, the position operates within the constraints of agency policy/procedure, Department of Human Services/Department of Health guidelines and professional standards. These positions are held accountable for significant projects or functions which involve a major requirement to make things happen, consistent with the established standards.

7.3 Typical Role/Duties

- (a) Plan operating budgets and resource requirements to accommodate expanded facilities and services;
- (b) Investigate the supply needs of the organisation/s leading to the development of purchasing and inventory control programs required to achieve cost effective delivery schedule;
- (c) Inspect suppliers, manufacturing and wholesale operations to ensure the achievement of minimum standards of hygiene, product quality, distribution and storage standards;
- (d) Develop menus, oversee food preparation and presentation and manage food supply within budget limits for a medium health service;
- (e) Manage a range of services within a small health service covering patient services, finance, personnel, gardening, building maintenance and community relations;
- (f) Establish, manage and oversee consultative mechanisms and advise health service management on developing industrial and Employee-related issues;
- (g) Represent and advocate on behalf of the health service at industrial relations tribunals and in labour negotiations;
- (h) Conduct programmed audits into operational and financial procedures and the safeguarding of assets;
- (i) Determine the performance of organisational units in the health service in respect of their financial planning, and control activities in compliance with

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management instructions, statements of policy and procedures, high standards of administrative practice and health service objectives.

8. Grade 6

8.1 Description

Positions at this level are:

- (a) senior managers of large divisions; or
- (b) expert managers of complex/advanced functions with agency-wide application; or
- (c) executives of smaller or district health services providing a range of services across the agency not employed pursuant to Health Executive Employment and Remuneration Policy (however titled or styled); or
- (d) senior managers of a number of varied functions across the health service.

8.2 Work Level Standard

- (a) At this level, positions require specialised knowledge resulting from years of experience in health service management. Appropriate tertiary qualifications are typically required at this level. The knowledge required spans several disciplines and there is a requirement for integration of a range of associated operations as part of a major program delivery. There is a requirement for persuading others to adopt a particular course of action where there are competing objectives and priorities plus a variety of outcomes.
- (b) Standard systems, methods and procedures are determined by positions at this level for adherence across a health service or group of specialised health care services. This requires extensive analytical skills in interpreting service needs, general guidelines, local conditions and the achievability of the desired results.
- (c) Management positions typically follow operating precedent and procedure but there is latitude in the emphasis given across a range of projects or services. Similarly, positions have a role in the development of business plans, new operation targets and the apportionment of total resources, but there are others who are predominantly responsible for the determination of these aspects. Technical/professional positions are regarded by professional peers as expert in the disciplines covering a complete function where the advice rendered would only be challenged by other experts. In all cases, the position is held accountable for the integrity of the service/project/advice and the achievement of significant standards of performance benefiting the entire agency.

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8.3 Typical Role/Duties

- (a) Prepare economic and demographic forecasts as part of an overall planning process to determine the future growth and services of the health service;
- (b) Develop financial control systems, budget guidelines and reporting mechanisms so that the health service Executive and Board have a complete understanding of the financial viability, efficiency and future options for resource management;
- (c) Direct and control a range of technical and engineering services covering plant, building and grounds maintenance, capital and minor works, plant and equipment assessment, energy management, and reticulation of electricity, water, gases;
- (d) Direct and control a significant service function in a medium to large health service, determining staffing, training, supply and expenditure needs for the division;
- (e) Oversee and direct the provision of a comprehensive patient food service, as well as an extensive non-patient service through varied on-site food service outlets, including staff cafeteria, coffee shop, bistro/snack bar;
- (f) Advise and counsel management and senior staff on human resource issues, such as disciplinary matters, the identification of new work practices to reduce budget overruns, consultative strategies, training needs and management obligations.

9. Grade 7**9.1 Description**

Positions at this level are:

- (a) executives of small health services administered with the assistance of a central or regional organisation not employed pursuant to Health Executive Employment and Remuneration Policy (however titled or styled); or
- (b) the executive managing a number of smaller health services annexed to a medium to large regional health service not employed pursuant to Health Executive Employment and Remuneration Policy (however titled or styled); or
- (c) manager in charge of a principal division/department of a medium to large health service.

9.2 Work Level Standard

- (a) At this level, the emphasis is on the management of a range of service support activities or the management of a major division in a medium sized

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health service. Appropriate tertiary qualifications are typically required at this level. Activities would embrace the planning, organising, directing and controlling of subordinate staff that in turn have specific technical responsibilities. This requires leadership to gain full integration of support activities affecting the total health service. Positions would require a specialised knowledge resulting from years of experience in administration and management as well as in their field of expertise.

- (b) Operating policy and standards to be applied across the health service are established by positions at this level. A good understanding of the health system is required for the position to identify innovative solutions to complex matters affecting the whole of the service delivery.
- (c) Direction of the work program is defined in terms of results to be achieved within agreed budgets, the effectiveness of outcomes being subject to ongoing executive, Board and/or Departmental review. Principal management positions within a medium to large health service would provide advice and report to executive positions. Executive positions independently managing small health services with a high degree of delegation would be accountable for the management, administration and operation of such small health services, but would seek advice from their professional peers within a larger health service.

9.3 Typical Role/Duties

- (a) Direct and control a range of services within a small health services covering industrial relations, personnel, finance, accounts, patient services, buildings and grounds maintenance, plus community relations;
- (b) Prepare, manage and monitor the health service's budget including the examination of resource utilisation and redeployment of resources to areas to meet priority needs;
- (c) Monitor budget and patient throughput targets and take remedial action to ensure that each small or annexed health service meets the conditions of its Health Service Agreement;
- (d) Administer and control the financial management and accounting functions of the health service, resulting in guidance to management on the most efficient and effective manner in which the financial resources of the health service can be best utilised;
- (e) Provide the management of the health service with information and data that will assist in establishing short, medium and long term goals to ensure that the future planning and direction of the agency is aimed at providing an optimum level of patient and community care.

10. Grade 8

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10.1 Description

Typically positions at this level operate at:

- (a) the executive level not employed pursuant to Health Executive Employment and Remuneration Policy (however titled or styled); or
- (b) Managers in control of a substantial division/department or facility in a large health service; or

10.2 Work level standards

- (a) At this level, the principal emphasis is management of major and large activities embracing the planning, organising, directing and controlling of subordinate staff that in turn have managerial responsibilities. This requires leadership at both a technical and human resource level to gain maximum integration of diverse activities affecting the total health service. Negotiation with external groups on difficult and sensitive health care and service delivery issues would be a regular feature of jobs at this level.
- (b) In addition to setting the standards of service across the health service, this position is required to understand community and government needs in relation to health care. This provides the framework for positions at this level to create new services, establish new service standards or reallocate/redesign the ways in which such services are provided to the community.
- (c) Direction of the work program is defined in terms of results to be achieved within agreed budgets but with methods being suggested and seldom specified in detail. Judgements on the effectiveness of outcomes are subject to ongoing review and there is a requirement to report to other executives and the Department of Human Services/Department of Health on major issues. Within this context, it is clearly the responsible manager in the areas of delegated accountability.

10.3 Typical Role/Duties

- (a) Develop and implement plans for future expansion of services and facilities to meet emerging community health needs and operating efficiency constraints;
- (b) Direct and control subordinate managers in control of environmental services, linen services, engineering and technical services, human resources, supply, catering, patient services, management information services and public relations;
- (c) Represent the health service in meetings with external professional organisations and the Department of Human Services/Department of Health

in order to facilitate improved service standards and achievement of budget constraints;

- (d) Authorise statutory and other reports as required by the Department of Human Services/Department of Health in relation to service delivery standards and budget status;
- (e) Direct and control the full range of services for a small, independent health service, which may include an attached nursing home, including policy development and planning for the short and longer term development of the health services;
- (f) Control the accounting and financial reporting functions of business, investment and operational units which are conducted independently of the hospital's operating and funding arrangements;
- (g) Direct and control the management and operation of the Central Linen Service providing administrative direction, financial controls, capital replacement and development plans, as well as the determination of a cost structure for the supply of linen to metropolitan hospitals.

11. Grade 9

11.1 Description

Positions at this level are:

- (a) An executive managing the principal functions in a major, multi-faceted, multi-campus institution not employed pursuant to Health Executive Employment and Remuneration Policy (however titled or styled).

11.2 Work Level Standards

- (a) At this level, a thorough understanding of health care administration and health care issues is required in order to manage large and complex services, obtain maximum productivity from a large workforce and integrate all aspects of health care. In addition to the direct management of all administrative support functions, positions at this level are required to directly influence clinical and clinical support service delivery. Negotiations at this level occur with professional specialists and significant community representatives in regard to service delivery, facilities and resource requirements.
- (b) Because many of the issues are complex and require considerable interpretation, to the major health care issues, this position is required to develop proposals to identify the future plans for the health service and the nature of its services. Influencing factors are diverse and choice often requires a synthesis of opinions, detailed analysis of options and presentation of achievable plans. Support in the management of these

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issues may be provided, as appropriate, through the Chief Executive, Medical and Nursing Directors, or Executive managers, Department of Human Services/Department of Health representatives and expert consultants in specialist fields.

- (c) The achievement of results is substantially vested in this position allowing considerable autonomy in the deployment of allocated resources and management of project plans. At the same time, there is limited freedom to initiate and commit the health service to new ventures without approval from the key stakeholders and Chief Executive/Board. Within the context of approved policy, the position can commit the organisation to major expenditure programs and can act as spokesperson in public forums.

11.3 Typical Role/Duties

- (a) Undertake major special projects that substantially reshape the future health care service for a major health service;
- (b) Direct and control a comprehensive human resource function in a major or multi-faceted, multi-campus health service providing strategic advice to the Executive, and directing a range of activities including workforce planning; organisation and policy development; industrial relations; salary administration; occupational health and safety policy, training and procedures; rehabilitation and WorkCover claims management and representation; personnel administration; staff development and training; staff counselling and the selection, recruitment and termination of Employees;
- (c) Manage the full range of administrative and support functions and services for a large health service, identify outcomes, resources and standards of operation and manage specific issues, to improve operating efficiency and effectiveness;
- (d) Manage an executive relationship with unions which involves the identification of issues and strategies for the consultative involvement of staff through elected representatives, as well as the negotiation of disputes which may occur from time to time;
- (e) Liaise and negotiate with Department of Human Services/Department of Health on health service-wide policy matters; including resources, health care delivery, capital works and other matters;
- (f) Direct the health service's planning activities and provide leadership and overall guidance in both the administration and operation of a district hospital;
- (g) Advise the Board of Management on matters of policy, financial planning, service needs and delivery, legal and statutory obligations and any other matters affecting the service delivery of a small-medium hospital.

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12. Grade 10

12.1 Description

Positions at this level are senior executives of a major health service or equivalent not employed pursuant to Health Executive Employment and Remuneration Policy (however titled or styled).

12.2 Work Level Standards

- (a) At this level, positions require a full understanding of public health care issues plus health system management. The management role covers all aspects of health care provided by a major health service including funding, standards of clinical practice and clinical support service delivery and long term planning of resources and future services. Negotiations at this level require skill to persuade the CEO and the Board of Management, executive representatives of the Department of Human Services/Department of Health and all levels of government plus community representation.
- (b) A requirement at this level is to develop short, strategic plans to meet the requirements of the local community, match Department of Human Services/Department of Health standards and ensure appropriate standards of health care delivery. In developing proposals and implementation plans, positions at this level are provided with latitude but are required to ensure that all aspects are fully explored and acceptable to the key stakeholders.
- (c) Broad operating policies are provided from the Executive and the Board and/or Department of Human Services/Department of Health along with an understood level of health care delivery for the local community. The allocation and organisation of all resources relating to principal functions are determined by positions at this level covering all aspects of the health service's activities. All executives at this level are held accountable for the achievement of the total health care delivery and service standards for the health service.

12.3 Typical Role/Duties

- (a) Develop, negotiate and implement budgets covering all aspects of the health service's activities;
 - (b) Set policy and procedures for the effective and efficient running of the health service and delivery of health care;
 - (c) Control and manage non-clinical services within a health service, as the senior executive, providing executive support and relief to the Chief Executive, and financial advice to the Board of Management;
 - (d) Develop and implement policies, programs and procedures for the health service;
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- (e) Managing a principal function the operations of a medium-sized or a large regional Hospital and ensure that resources are allocated appropriately in order to achieve targets within the budget parameters.

13. Grade 11

13.1 Description

Positions at this level are:

- (a) a senior executive of a major multifaceted, multi-campus health service not employed pursuant to Health Executive Employment and Remuneration Policy (however titled or styled).

13.2 Work Level Standard

- (b) At this level, positions require a thorough knowledge and expertise in health care issues and health service management. The management role covers all aspects of health care provided by large, regional health services, including funding, standards of clinical practice and clinical support service delivery and long term planning of resources and future services, or the management of significant non-clinical operations. Negotiations at this level require skill to persuade Boards of Management, Executive representatives of the Department of Human Services/Department of Health and government representation.
- (c) At this level, positions are likely to be required to identify major health care trends and develop strategic plans to meet the community requirements, Department of Human Services/Department of Health standards and ensure appropriate standards of health care delivery. The management plans and health service delivery standards developed by this job would be regarded by peers and health care experts as innovative and applicable throughout the health industry.
- (d) CEO positions at this level manage large health services, and are accountable for the full range of operations. The Board and/or the Department of Human Services/Department of Health provide broad operating policies, and positions would exercise judgement to achieve planned results.
- (e) Senior executives would operate with considerable flexibility and autonomy in the determination of strategies, budget allocation and major projects undertaken according to Board delegations.

13.3 Typical Role/Duties

- (a) Develop, negotiate and implement budgets covering all aspects of the health service's activities.
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- (b) Direct and control the delivery and provision of health care services which may include providing primary and secondary care and administrative support to other health services.
- (c) Initiate, develop and implement plans, policies and procedures designed to achieve high quality health and patient care.
- (d) Develop short, medium and long term capital, resource and service delivery development plans and direction.
- (e) Negotiate the Health Service's Funding Agreement with the Department of Human Services/Department of Health.

PART 2: Managers and Administrative Workers – Royal Women’s Hospital and Royal Children’s Hospital

1. Overview

- 1.1 This classification structure applies only to Managers and Administrative Workers who are employed either by the Royal Women’s Hospital or the Royal Children’s Hospital. All other Managers and Administrative Workers will be classified pursuant to **Part 1 of Schedule 3D** of this Agreement.
- 1.2 This classification structure provides the opportunity for greater flexibility in work practices, the development of alternative organisational structures and innovative job design.
- 1.3 Grade 8 provides the minimum levels of remuneration for Employees whose positions entail a greater level of work value than that prescribed by Grade 7 classification descriptors set out below.
- 1.4 When an Employee is in any way reclassified from a Grade 1 to a Grade 2 they will not suffer a reduction in their base rate of pay.
- 1.5 Employees remunerated above the rates provided for in Grade 8 will be employed in accordance with the terms and conditions agreed between the Employer and the Employee, save that the overall terms and conditions will be on balance no less beneficial than the Agreement.
- 1.6 A new Employee will on appointment (unless otherwise agreed) be paid at increment Level 1 of the appropriate classification grade, save that this provision will not apply to persons appointed at Grade 8 or above.
- 1.7 Incremental advancement within Levels 1 to 4 inclusive will occur on the anniversary of the Employee’s appointment to that level.
- 1.8 Advancement to incremental Level 5 will be subject to the Employee meeting mutually agreed performance targets for two consecutive years at Level 4. The performance appraisal format of the Health Service will be used to assess the Employee’s performance, unless an alternate format is otherwise mutually agreed between the relevant Department Head and the Employee.

2. Grade 1A

2.1 Description

Administrative Workers Grade 1A are Employees who have limited experience in administrative duties and are working within a well-defined work environment with clearly defined objectives.

2.2 Work Level Standard

- (a) Employees are expected to input and extract data, provide basic information and occasionally produce reports. They will be required to balance the operation of a number of clerical systems.
- (b) The roles are required to analyse situation and or information, clearly and accurately communicate information. Discretion is limited and bound by existing system procedures and protocols. Outcomes are monitored by a supervisor or audited by a work system.
- (c) The system content is factual, involving standard and predictable transactions. Roles may work within mixed teams and employees are expected to work cooperatively with others. Employees may rotate through a variety of tasks, as determined by managers, to provide varied work and achieve work area outcomes.
- (d) Employees at this level may be asked, from time to time, to provide induction training for Employees at this level.
- (e) These positions require a good understanding of hospital systems. Employees at this level are expected to understand hospital procedures, information requirements and protocols so they can be communicated and supportively to members of the public.

3. Grade 1

Grade 1 provides the minimum levels of remuneration for Employees whose positions entail a lesser level of work value than that prescribed by Grade 2 classification descriptors set out below but greater than Grade 1A.

3.1 Positions Included at this Grade

Positions at this Grade include the following (which will only be classified at this Grade):

- (a) interpreter (unqualified)

4. Grade 2

4.1 Description

Positions at the Grade 2 level are regarded as base grade administrators or operators within a defined activity.

4.2 Work Level Standard

- (a) Positions require knowledge associated with several years' experience or technical training. They require performance of related tasks within a defined area of activity which have clearly defined objectives. They require the ability to obtain cooperation to comply with technical and administrative arrangements, or to provide information and advice to members of the public consistent with organisational guidelines.
- (b) There are established procedures for performing tasks. Positions are well defined, with standardised procedures, although the tasks performed may require the use of a number of accepted methods or systems. The most suitable course of action is selected from a limited range and effective choice is guided by precedent or rule and can be learned.
- (c) The positions' progress is closely monitored against standards, targets or budgets, though there is limited flexibility in the means of achieving these. The positions report frequently on work progress and/or receive instructions which determine the work program and the standards to be achieved. The positions are required to analyse situations or information, clearly and accurately communicate information, or make recommendations to peers or immediate supervisors.

4.3 Typical Role/Duties

- (a) Prepare statistical reports and summaries and monitor and check accuracy of reports;
- (b) Monitor daily billings and collections by cashiers and banking;
- (c) Process standard claim forms, ensuring that all legislated procedural requirements are met;
- (d) Train new Employees in basic clerical or administrative functions;
- (e) Follow progress of invoices, orders or payments to ensure action occurs as specified in these documents;
- (f) Undertake enquiries related to work area; for example the availability of ordered stock, the best available price for ordered items, overdue accounts;
- (g) Maintain accurate and effective filing systems;
- (h) Communicate with external organisations such as health insurance funds, Accident Compensation Commission, Veterans' Affairs, and WorkCover claims administration agents regarding payment of accounts;
- (i) Prepare minutes and agendas, and co-ordinate meeting dates for committee meetings.

4.4 Positions Included at this Grade

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Positions at this Grade include the following (which will only be classified at this Grade):

- (a) a qualified interpreter/translator where they are accredited by the National Accreditation Authority of Translators and Interpreters (NAATI) and are capable of interpreting into one other language.

4.5 Benchmark Descriptors:

Administration	Office Co-ordinator, responsible for co-ordinating a range of complex secretarial functions including typing, compiling agendas for meetings, answering the telephone, photocopying and organising meetings and functions, to ensure the smooth running of an office, where at least one other person is employed. Responsible for providing clerical and word processing support.
Administration	Functions can vary including having contact with members of the public and diverting the calls as needed, or providing advice to the enquirers, and providing a high level of support to management to ensure the smooth operation of an executive office. Use a range of software packages and administrative procedures occurs at this level.
Clinical (Instrument/Theatre Technician Managers)	Undertakes additional managerial responsibilities, including rostering, daily allocations, professional development, training, mentoring, assessing and the supervision of others.
Finance	Positions responsible for the preparation of standard statistical reports, preparing information for the general ledger to ensure that complete and accurate records are supplied.
MIS	PC Support Officer requiring post-secondary, vocational training. Typical activities include PC installation, printer setup and cabling, initial hardware/software/user fault diagnosis, equipment inventories and records management, and providing users with information on hardware/software capacity.

5. Grade 3

5.1 Description

- (a) Positions at this level are regarded as supervisory positions coordinating a small specialised clerical work group; or
- (b) as an entry level specialist role within a particular technical or professional area; or
- (c) experienced operators within a specific activity.

5.2 Work Level Standard

- (a) Positions require technical/administrative training with several years' experience or equivalent work experience. They require supervisory or technical leadership within one or two activities which have well defined objectives. Good persuasive skills are required to obtain cooperation in the achievement of objectives or for the communication of technical or administrative information.
- (b) Positions are well defined and procedures established and standardised, however there is a range of varied techniques and methods available to perform work. Selection of the most suitable courses of action is aided by rules, guides, procedures or precedent.
- (c) Although the positions' work progress is closely monitored against standard, budgets or targets, there is some flexibility in the means for achieving these. The positions generally report frequently on progress and performance. Supervisory positions may share accountability for actions or decisions with peers or line management, while technical or professional specialists are one of a number of sources which analyse and provide advice or a specialised service.

5.3 Typical Role/Duties

- (a) Supervise the day to day activities of a small group of staff within a specified function (e.g. payroll, patient accounts);
- (b) Liaise with immediate supervisor and middle management level positions to seek and provide information;
- (c) Establish and maintain appropriate work patterns and procedures for the function supervised;
- (d) Administer the function to ensure current legislation are understood and adhered to;
- (e) Prepare accounts and reports for use by middle management;
- (f) Liaise and consult with external agencies (e.g. Medicare, Health Insurance Funds, Transport Accident Commission, WorkCover) with regard to problem accounts and compensable claims;
- (g) Negotiate with patients to obtain information and discuss problems in paying accounts and arrange payment procedures;
- (h) Negotiate with suppliers for the purchase and delivery of hospital supplies.

5.4 Benchmark Descriptors

Personnel

Supervise pay clerks in the day to day functions of payroll services, process pay documents, train staff and assist the Pay Manager, to ensure that all pays are processed accurately.

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SECTION 3 – MANAGERS AND ADMINISTRATIVE WORKERS

Personnel	Assistance to an experienced personnel practitioner/specialist within a specific and small range of activities (e.g. Recruitment, payroll, induction). Involvement typically includes documentation of proposals, co-ordination of recruitment events and organisation of induction programs.
Clinical (Instrument/Theatre Technician Managers)	Undertakes additional managerial responsibilities, including rostering, daily allocations, professional development, training, mentoring, assessing and the supervision of others.
Supply	As Purchasing Officer in the Supply Department of a major agency responsible for sourcing products, preparing specifications, evaluating quotations, purchasing goods, interviewing representatives and keeping abreast of products, within Departmental and Hospital guidelines.
Administration	Prepare and maintain rosters, supervise and allocate work of a number of staff involved in word processor operations and administrative/clerical duties, including mail sorting and distribution, filing and reception. Provide a confidential secretarial and administrative service to a senior executive, including appointments, letters, reports and maintenance of confidential files.
Engineering	As an experienced tradesperson in a large engineering department reporting to and/or assisting qualified engineers, ensures that the preventative maintenance programs for plant and equipment are carried out, supervise trades staff in this area and maintain the asset register.
Food Services	Rostering and supervision of food services staff involved in food presentation and delivery of meals for patients, special functions and other services, e.g. meals on wheels. Ensure hygiene and cleanliness of relevant areas.
Public Relations	Public Relations Officer in a large hospital, assist the Public Relations Manager, prepare newsletters, publications and medical releases; assist in promotional activities and liaise with community groups/organisations.
Finance	Supervise and control a section of the accounts area of a major agency, assign and check work of staff, prepare accounts, maintain records and prepare statistical reports and commentary.
MIS	Under the direction of an MIS professional, undertakes systems work such as programming, program maintenance and operations support (archival, backup, "help desk").
MIS	Responsible for facilities administration including the monitoring of PC and peripheral equipment performance, fault finding and ratification, education of users on operational procedures, scheduling maintenance activities, and access to computing resources. Advice

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provided on the acquisition of hardware enhancement and PC software that has application for particular users.

5.5 Positions Included at this Grade

Positions at this Grade include the following (which will only be classified at this Grade):

- (a) from FFPPOA 1 October 2018 – Workplace Trainer/Careers Advisor.
- (b) from FFPPOA 1 October 2018 – a qualified interpreter/translator, where they are accredited by the National Accreditation Authority of Translators and Interpreters (NAATI) and are capable of interpreting/translating into two or more languages).

6. Grade 4

6.1 Description

- (a) Positions at this level are regarded as senior supervisory positions overseeing a small to medium sized work group; or
- (b) administrators responsible for a specified activity recognised across the health service; or
- (c) a specialist role within a particular technical or professional position.

6.2 Work Level Standard

- (a) Positions require proficiency in the use of established technical or administrative processes plus a number of years' experience in the field or a qualified tertiary graduate typically requiring a minimum of 2-3 years' work experience. They require supervisory or technical leadership for a distinct activity which may need to be coordinated with other activities. Good persuasive skills are required to actively ensure successful operation of the work group, for communication of technical or administrative information and to convince others in the achievement of specific objectives.
- (b) The broad parameters of the position are clearly defined, although judgement may be required to select from a range of standardised systems or techniques. Precedent or standard procedures or instructions generally exist for most work situations and policy guidelines may assist in the selection of the most suitable course of action.
- (c) Supervisory positions independently organise and oversee the day-to-day activities of subordinate staff within clearly defined standards, budgets and time frames. Specialist positions provide sound technical advice to peers, and to more senior positions. All positions are responsible for recommending or accepting particular actions.

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6.3 Typical Role/Duties

- (a) Recruit and select permanent and temporary staff for general positions;
- (b) Coordinate and prepare accounting, payroll or statistical records and submit consolidated reports;
- (c) Implement controls and systems to ensure resources are fully utilised and health service policies are implemented;
- (d) Liaise with hospital staff up to department head to obtain and present information;
- (e) Allocate and control staff and resources to ensure activities of the work area are carried out efficiently and effectively;
- (f) Monitor safe work practices and security standards to maintain a safe and secure environment;
- (g) Assist staff with problems, and recommend action to be taken.

6.4 Benchmark Descriptors

Engineering	As a broadly experienced trade engineer, responsible for: the supervision of maintenance/contract staff, provision of preventative maintenance programs for buildings, plant and equipment under direction from a more senior engineer. Experienced project/contracts officer responsible for: major and minor works administration, quotations and supervision of contract staff, application of tender document and quality control within set financial guidelines and budgets under the direction of a more senior engineer. Experienced training officer responsible for the formal training of staff and contractors in the process of emergency response and contingency and contractors policies and procedures.
Food Services	Responsible for the supervision of staff and the provision of services in a Food Production section across the health service. Encompasses apprentice training and monitoring, fresh food orderings, staff supervision and ensuring meals are produced to schedule.
Finance	A senior supervisory position responsible for all aspects of financial management or patient accounts through more junior supervisors or staff. The role involves: responsibility for the financial and management accounts for the Board of Directors, Department of Human Services and Department Heads; Tasks such as patient admissions, fee classifications, length of stay registers, refunds, debt collection, and patient statistics.
Supply	Responsible for supervising and co-ordinating the stores activity, involving ordering stock, daily stock-take, staff supervision and work delegation, maintaining stock levels, directing pick-ups and deliveries, and preparation of leave rosters, and may deputise for the manager in their absence.
Administration	Manage the affairs of an office, a group of executives and various committees plus undertake investigations and analysis of organisational issues that require the preparation of position papers. Activities include

SCHEDULE 3D – CLASSIFICATION STRUCTURE

	compilation and follow-up of agendas, conference/seminar planning and organisation, composition of non-procedural documents, management of executive management activities, development of office and administrative systems.
Personnel	Supervise a team of personnel administrators or payroll staff providing services related to pay, employment conditions, entitlements and workforce statistics. Also required to provide analysis of staffing issues (e.g. about turnover, absenteeism, establishment, budgets and labour costs) with commentary on the implication of this for the institution.
Personnel	Personnel practitioner in a major activity (e.g. training and development, Employee relations, workforce/recruitment). Activities involve the analysis of organisational needs, recommendation of a course of action, preparation of documentation and delivery of the service (e.g. training programs, recruitment campaigns).
MIS	Qualified and experienced systems officer undertaking a range of programming and analysis activities in a range of different systems. Independently undertakes activities under general direction related to a small number of projects at any one time.

7. Grade 5

7.1 Description

Positions at this level are regarded as an experienced specialist role within a particular technical or professional discipline.

7.2 Work Level Standard

- (a) Positions require proficiency in the use of established technical or administrative processes plus a number of years of experience in the field and are usually a tertiary graduate with a number of years' experience in the field. They require understanding and/or leadership across an activity, which may need coordination with other activities. Considerable persuasive skills are required for successful adoption of operational schedules and to gain cooperation of the workforce.
- (b) The broad parameters of the job are well known but are often diverse and require judgement in selecting the appropriate action. Problems are generally manageable and solutions guided by precedent and practice.
- (c) Management positions are accountable for the scheduling and implementation of major work programs within defined budgets and policy guidelines. Specialist jobs provide authoritative advice to peers and more senior positions in the discipline. As such all positions are predominantly responsible for the action undertaken.

7.3 Typical Role/Duties

- (a) Provide advice on techniques and procedures for infection control and safety matters;
- (b) Carry out a quality assurance program to ensure the achievement of required standards of presentation, hygiene and cost of delivery;
- (c) Prepare reports on service delivery development and undertake special projects for the health service and Department of Health;
- (d) Review the staff establishment profile and adjust where necessary to maintain the integrity of Health Computing Service reports and the internal establishment profile, advise on funding available for staffing requirements. Direct and control the salary administration program;
- (e) Oversee and contribute to the formulation, implementation and ongoing review of staff induction and training programs;
- (f) Collaborate with Department Heads, Medical Officers, injured Employees, unions and rehabilitation providers to devise, plan and implement rehabilitation programs;
- (g) Review existing computer software effectiveness with a view to enhancing its functionality and develop software to meet new requirements;
- (h) In conjunction with the Finance Manager, prepare and interpret financial budgets, annual returns and comparative monthly statements.

7.4 Benchmark Descriptors

Finance	Responsible for the preparation of monthly financial performance figures to a senior finance specialist so that targets can be measured, budgets updated and advice provided to a major division (e.g. Nursing), on activity levels, costing and budget strategy. An experienced and/or qualified accountant supervising a team, reporting to a more senior accountant.
Personnel	As an experienced personnel practitioner with day to day responsibility for training and development, or a group of specialist HR activities, responsibility for industrial relations under direction of a senior human resource specialist.
Food Services	Assistant Food Services Manager at a large campus responsible for commercial aspects and service standards of food production, presentation and distribution. Activities include quality control over special/ethnic dietary requirements of patients and clients attending functions, organising and supervising major functions and “meals on wheels” services, supervision of cafeteria staff and food service officers, and stock management of food supplies and catering requirements.
Material Resources	An experienced Materials Resources practitioner, who deputises for the Manager and assists with plans, directions and control for the purchasing, receipt, storage, distribution of supplies for the health service. The role

SCHEDULE 3D – CLASSIFICATION STRUCTURE

PART 2: Managers and Administrative Workers – Royal Women’s Hospital and Royal Children’s Hospital

	involves ensuring products and equipment are purchased at the most favourable price, consistent with quality requirements, efficient lay-out of stores, and maintenance of stock at economic levels.
Engineering	Engineer (operations/maintenance) for a hospital campus responsible for maintenance and operation of plant, equipment, buildings, essential services, energy management, building services and grounds, and supervision of maintenance staff/contractors, as well as implementing maintenance (breakdown, and planned procedures), liaising with emergency services and may involve supervising contract staff engaged on infrastructure works and may include the maintenance of off campus site; reporting to an engineering manager/senior engineer.
MIS	As an experienced systems analyst in a large agency, identify problems with the central computer hardware and ensure they are fixed, advise staff on system configurations and capabilities, modify existing applications to meet user requirements.

8. Grade 6

8.1 Description

Positions at this level are senior managers, professionals and specialists who are generally responsible for a significant operational area, function or department within a division; or

8.2 Work Level Standard

- (a) A high degree of proficiency in the use of technical or administration processes plus extensive experience in the field spanning many years would be typical at this level. Understanding and leadership across a number of activities within the major program require considerable coordination skills. It also requires persuasive ability to gain the commitment of peers and subordinates in the identification of action plans and managing progress where there are competing activities. Specialist professional positions would typically require a minimum of 7-10 years' experience in this field.
- (b) Although work assignments apply familiar techniques and methods, there is also a requirement to recommend the modification or adaptation of techniques and methods that impact upon other areas of the agency. These activities require the detailed analysis of the major alternatives, including cost impact and implications for implementation prior to the presentation of well thought through action plans.
- (c) Considerable latitude is provided to senior managers in the design of work programs, independent allocation of resources and control over budgets. Nonetheless, the position operates within the constraints of agency

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policy/procedure, and professional standards. These positions are held accountable for significant projects or line functions which involve a major requirement to make things happen, consistent with the established standards.

8.3 Typical Role/Duties

- (a) Plan operating budgets and resource requirements;
- (b) Investigate the supply needs of the organisation/s leading to the development of purchasing and inventory control programs required to achieve cost effective delivery schedule;
- (c) Inspect suppliers, manufacturing and wholesale operations to ensure the achievement of minimum standards of hygiene, product quality, distribution and storage standards;
- (d) Develop menus, oversee food preparation and presentation and manage food supply within budget limits for a medium institution;
- (e) Represent and advocate on behalf of the health service at industrial relations tribunals and in labour negotiations;
- (f) Conduct programmed audits into operational and financial procedures and the safeguarding of assets;
- (g) Determine the performance of organisational units in the hospital in respect of their financial planning, and control activities in compliance with management instructions, statements of policy and procedures, high standards of administrative practice and hospital objectives.

8.4 Benchmark Descriptors

Finance	As an experienced qualified financial manager reporting to a more senior financial manager, provide specialist financial advice, ensure that the hospital financial systems are maintained effectively, that statutory and legislative requirements are followed and professional standards maintained. Be responsible for the accounts section and supervising and guiding accounts staff.
Material Resources	Plans, directs and controls the purchasing, warehousing and distribution of supplies to the health service. The role involves recommending policies and developing systems and procedures for the department, which are implemented through subordinate supervisors. Ensures significant pricing benefits are obtained through bulk purchasing arrangements with other large agencies.
Personnel	Unit Human Resources manager providing advice, counsel and recommendations on improving Employee relations, training needs, work practice or staffing matters. Typically reports to a more senior Human Resources manager.

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9. Grade 7

9.1 Description

- (a) Positions at this level are senior heads of large divisions; or
- (b) expert managers of complex/advanced sections with agency-wide application; or
- (c) junior executives of small or distribute institutions providing a range of services across the agency; or
- (d) senior managers of a number of varied functions across the agency.

9.2 Work Level Standard

- (a) At this level, positions require specialised knowledge resulting from very many years of experience in hospital or general industry administration, tertiary study and project management. The knowledge required spans several disciplines and there is a requirement for integration of a range of associated operations as part of a major program delivery. There is a requirement for persuading others to adopt a particular course of action where there are competing objectives and priorities plus a variety of outcomes.
- (b) Standard systems, methods and procedures are determined by positions at this level for adherence. This requires extensive analytical skills in interpreting service needs, general guidelines, local conditions and the achievability of the desired results.
- (c) Line management positions are bound by operating precedent and procedure but there is latitude in the emphasis given across a range of projects or services. Similarly, positions have a role in the development of business plans, new operation targets and the apportionment of total resources, but there are others who are predominantly responsible for the determination of these aspects. Technical/professional positions are regarded by professional peers as expert in the disciplines covering a complete function where the advice rendered would only be challenged by other experts. In all cases, the position is held accountable for the integrity of the service/project/advice and the achievement of significant standards of performance benefiting the entire agency.

9.3 Typical Role/Duties

- (a) Prepare economic and demographic forecasts as part of an overall planning process to determine the future growth and services of the health service;

- (b) Develop financial control systems, budget guidelines and reporting mechanisms so that the Hospital Executive and Board have a complete understanding of the financial viability, efficiency and future options for resource management;
- (c) Direct and control a range of technical and engineering services covering plant, building and grounds maintenance, capital and minor works, plant and equipment assessment, energy management, and reticulation of electricity, water, gases;
- (d) Direct and control a significant service function determining staffing, training, supply and expenditure needs;
- (e) Oversee and direct the provision of a comprehensive patient food service, as well as an extensive non-patient service through varied on-site food service outlets, including staff cafeteria, coffee shop, and bistro/snack bar.

9.4 Benchmark Descriptors:

Food Services	As Food Services Manager of a large hospital/campus, ensure that meals are provided to all patients, staff and other organisations in an effective and efficient manner, determine budget requirements with the finance department, and determine menus in accordance with the nutrition department and purchasing requirements. Ensure that the department operates within the allocated budget allocation and develop policies and standards for the Department.
Engineering	Maintenance Engineer for the health service reporting to a more senior engineer, responsible for providing, organising and directing human and physical resources to provide an efficient maintenance service with minor works responsibility. Maintenance includes planned, breakdown and safety testing across all trades including contractors for building fabric and building services reticulation. Minor works are managed where standard building specifications would be adapted (for example to ward refurbishment); includes procurement; installation and commissioning of specialised equipment. An emphasis is placed on safety and technical aspects with financial control, co-ordinating and planning, industrial relations, education as being among important issues.
MIS	Functional Manager for a medium computing facility including operations, development, maintenance and network management. Supervises staff and has budgetary responsibility for acquisition of peripherals, additional computing hardware and supplies. A key focus of the position is ensuring that projects are completed on time/budget, provide users with the information needed, access to computing facilities is within accepted standards, and computing facilities are adequate for the needs of the institution, fast effective and reliable.
MIS	Expert professional project manager engaged on a project of strategic significance and technical complexity that requires organisational, systems development and technical know-how of the highest order.

SCHEDULE 3D – CLASSIFICATION STRUCTURE

SCHEDULE 3E – WORKPLACE TRAINER/CAREERS ADVISOR

1. The Role

- 1.1 A Workplace Trainer/Careers Advisor will provide essential training and assessment activities – including designing and developing learning programs; using training packages and accredited courses to meet employee needs; planning, organising and delivering group and individual-based learning; facilitating learning in the workplace; and creating, implementing and managing assessment activities and processes.
- 1.2 This role is required to deliver training and assessment services in the health industry. They will be required to teach competencies from training packages across Certificate II to a Diploma level in classifications covered by the Agreement. The position also advises participants in relation to possible career pathways, and areas of potential future training and employment.
- 1.3 The subjects that the position will deliver are to be determined in conjunction with the strategy set by the Agreement Implementation Committee (AIC) which may change from time to time.
- 1.4 Particular emphasis for training will be given to certain types of individuals, including those:
 - (a) without computer skills;
 - (b) who have not completed secondary school education; and,
 - (c) whose English may be a second language.
- 1.5 The position may require delivery of evening or weekend classes as determined by the needs identified by the Agreement Implementation Committee.

2. Duties

Duties include:

- 2.1 Design learning programs that meet industry expectations and provide meaningful learning experiences.
 - 2.2 Coordinate and deliver work-based learning using best practice delivery modes.
 - 2.3 Design and develop learning resources to support the programs and learning outcomes identified by the AIC strategy.
 - 2.4 Design, develop and evaluate assessment tools for specific purposes including Recognition of Prior Learning (**RPL**) and assessment of training outcomes.
-

- 2.5 Establish and maintain relationships with all stakeholders (Employers, Employees, and training providers) to ensure learning programs, and related assessment, meet the parties' needs.
- 2.6 Develop approaches to meet compliance requirements and continually improve workplace practice.
- 2.7 Liaise with external training providers to deliver appropriate courses to participating employees.
- 2.8 Assist participating employees to negotiate leave for the purposes of practical experience and or clinical placements.
- 2.9 Provide advice to interested parties in relation to course funding and availability.

3. Qualifications

Required qualifications and experience for this role is as follows:

- 3.1 TAE40110: Certificate IV in Training and Assessment, or equivalent or the ability to acquire such within the role.
- 3.2 Relevant vocational qualification and/or competencies at least to the level to be delivered and assessed.
- 3.3 Relevant current industry experience.
- 3.4 A valid Working with Children Check (**WWC**) Assessment Notice and/or WWC card.
- 3.5 Clear Police Check.

4. Process for appointment

The Employer and the AIC will work together to develop a recruitment process. The Employer will appoint the position taking into account the advice of the AIC.

SCHEDULE 3F – WORKER WELLBEING OFFICER

1. The Role

- 1.1 A Worker Wellbeing Officer will utilise the strategic framework prescribed in the DH strategy paper “*Our pathway to change: eliminating bullying and harassment in healthcare*” in the promotion of the following focus areas of:
- (a) preventing workplace bullying and harassment
 - (b) supporting mental health and wellbeing
 - (c) preventing workplace injuries.

2. Duties

Duties include:

- 2.1 Development and/or maintenance of the local Worker Wellbeing Plan which aims to increase promote and support staff wellbeing across all areas of the organisation in alignment with the DH strategy paper “Our pathway to change: eliminating bullying and harassment in healthcare”
- 2.2 Promote the focus areas of preventing workplace bullying and harassment, supporting mental health and wellbeing and preventing workplace injuries.
- 2.3 Networking with the Safe Care Victoria and the Healthcare Worker Wellbeing Centre.

3. Qualifications/Experience

Required qualifications and experience for this role is as follows:

- 3.1 Relevant tertiary qualifications in Human Resources, Psychology (or equivalent) or
- 3.2 Extensive experience in human resources, health promotion, psychology, mental health, or workplace health and wellbeing.
- 3.3 Knowledge of best practice in critical incident, psychological first aid and other wellbeing areas.

SCHEDULE 3G – ABORIGINAL EMPLOYMENT SUPPORT OFFICER

1. The Role

- 1.1 An Aboriginal Employment Support Officer will be responsible for promoting the achievement of a two per cent Aboriginal Employment Target and the prioritisation of focus areas set out in the *DH Aboriginal Employment Strategy 2016-2021*:
- (a) Profile and Leadership
 - (b) Recruitment
 - (c) Retention
 - (d) Inclusive Workplaces
 - (e) Induction
 - (f) Development

2. Duties

Duties include:

- 2.1 Development and/or maintenance of the local Aboriginal Employment Plan which aims to increase the Aboriginal workforce across all areas of the organisation.
- 2.2 Promote the focus areas set out in the *DH Aboriginal Employment Strategy 2016-2021* and ensure that these practices are culturally relevant, culturally appropriate while also consistent with local policies and procedures.
- 2.3 Networking with the local Aboriginal community, Aboriginal community organisations, high schools, TAFE and University.

3. Qualifications/Experience

Required qualifications and experience for this role is as follows:

- 3.1 Is an Aboriginal or Torres Strait Islander person, identifies as Aboriginal and is accepted as such by the community in which he/ she lives or has previously lived.
- 3.2 Sound knowledge of Aboriginal culture and experience in working with Aboriginal and Torres Strait Islander peoples/ communities and organisations.
- 3.3 Relevant tertiary qualifications in Human Resources (or equivalent) or significant experience in Aboriginal Employment, Recruitment and Engagement.

SCHEDULE 3H – DISABILITY EMPLOYMENT SUPPORT OFFICER

1. The Role

- 1.1 A Disability Employment Support Officer will be responsible for promoting the achievement of a two per cent Disability Employment Target and the prioritisation of focus areas set out in the *DH Disability Employment Strategy 2018-2020*:
- (a) Profile and Leadership
 - (b) Recruitment
 - (c) Induction
 - (d) Inclusive Workplaces
 - (e) Retention

2. Duties

Duties include:

- 2.1 Development and/or maintenance of the local Disability Employment Plan which aims to increase the Disability workforce across all areas of the organisation
- 2.2 Promote the focus areas set out in the *DH Disability Employment Strategy 2018-2020* and ensure that these practices are culturally relevant, culturally appropriate while also consistent with local policies and procedures.
- 2.3 Networking with the local Disability community, Disability community organisations, high schools, TAFE and University.

3. Qualifications/Experience

Required qualifications and experience for this role is as follows:

- 3.1 Is a person with a disability
- 3.2 Evidence of a long-standing commitment to supporting and promoting the individual needs, skills, abilities and personal goals of people with disabilities.
- 3.3 Relevant tertiary qualifications in Human Resources (or equivalent) or significant experience in Disability Employment, Recruitment and Engagement.

SCHEDULE 3I – VETERAN EMPLOYMENT SUPPORT OFFICER

1. The Role

- 1.1 A Veteran Employment Support Officer will be responsible for promoting the achievement of the Veteran workforce target and the prioritisation of focus areas set out in the *Public Sector Veteran Employment Strategy*:

2. Duties

Duties include:

- 2.1 Development and/or maintenance of the local Veteran Employment Plan which aims to increase the Veteran workforce across all areas of the organisation.
- 2.2 Promote the focus areas set out in the *Public Sector Veteran Employment Strategy* to help Veterans translate their military experience into relevant experience for the public sector.
- 2.3 Networking with the Australian Defence Force (**ADF**) Veteran community, Veteran service provider organisations, TAFE and University.

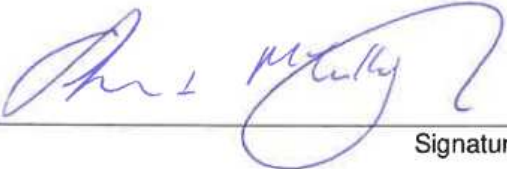
3. Qualifications/Experience

Required qualifications and experience for this role is as follows:

- 3.1 Is a veteran or can establish evidence of a long-standing commitment to supporting and promoting the individual needs, skills, abilities and personal goals of Veterans.
- 3.2 Relevant tertiary qualifications in Human Resources (or equivalent) or significant experience in Veteran Employment, Recruitment and Engagement.

SIGNATURES

SIGNED for and on behalf of each of the EMPLOYERS referred to in Schedule 1A by the authorised representative of the **Victorian Hospitals' Industrial Association, 88 Maribyrnong Street, Footscray, VIC, 3011** in the presence of



Signature

Stuart McCullough, Chief Executive Officer


Witness

Daniel Pullin, Senior Workplace Relations Consultant

SIGNED for and on behalf of the **Health Services Union (Victoria No.1 Branch), T/A Health Workers Union, 222 Kings Way, South Melbourne, VIC, 3205** by its authorised officer in the presence of


Signature

Diana Asmar, Secretary


Witness

David Eden, Assistant Secretary

SIGNATURES

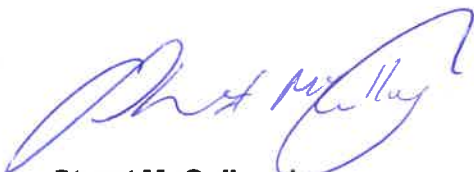
UNDERTAKING UNDER s.190 OF THE FAIR WORK ACT 2009 (CTH)***Health and Allied Services, Managers and Administrative Workers (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2021-2025 (Agreement)*****AG2022/764 - Application by Victorian Hospitals' Industrial Association (289V)**

I, Stuart McCullough of 88 Maribyrnong Street, Footscray, 3011 in the State of Victoria, Chief Executive Officer, say as follows:

1. I am the Chief Executive Officer of the Victorian Hospitals' Industrial Association (VHIA)
2. VHIA is the Bargaining Representative for the employers listed in Schedule 1A of the Agreement
3. Pursuant to subsection 190(3) of the *Fair Work Act 2009* (Cth) the VHIA gives an undertaking on behalf of the employers listed in Schedule 1A of the Agreement as follows:

A. Dental Assistant Trainees (Schedule 2B, Part 2, Table B, Dental Assistants employed by Employers other than DHSV and Ballarat Health Service)

The rate of pay for Dental Assistant Trainees employed by Employers other than DHSV and Ballarat Health will be no less than the minimum weekly rate for full time trainees provided under Wage level B (AQF Certificate Level I–III traineeship) of the *Miscellaneous Award 2020* (part-time pro-rata), having regard to the Dental Assistant Trainee's Experience Level and Highest Year of Schooling Completed



Stuart McCullough
Chief Executive Officer

VICTORIAN HOSPITALS' INDUSTRIAL ASSOCIATION