



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Victorian Hospitals' Industrial Association**  
(AG2022/4538)

## **MEDICAL SCIENTISTS, PHARMACISTS AND PSYCHOLOGISTS VICTORIAN PUBLIC SECTOR (SINGLE INTEREST EMPLOYERS) ENTERPRISE AGREEMENT 2021-2025**

Health and welfare services

DEPUTY PRESIDENT MASSON

MELBOURNE, 21 NOVEMBER 2022

*Application for approval of the Medical Scientists, Pharmacists and Psychologists 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 *Medical Scientists, Pharmacists and Psychologists 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 the 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] 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.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 28 November 2022. The nominal expiry date of the Agreement is 30 November 2025.



DEPUTY PRESIDENT

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## Annexure A



Victorian Hospitals' Industrial Association

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IN THE FAIR WORK COMMISSION

**FWC Matter No.:**

**AG2022/4538**

**Applicant:**

Victorian Hospitals' Industrial Association (VHIA)

88 Maribyrnong St, Footscray VIC 3011

### Undertaking – Section 190

I, Timothy Nagle, Acting Chief Executive Officer of VHIA have the authority given to me by the Employers listed in Schedule 1 to give the following undertakings with respect to the *Medical Scientists, Pharmacists and Psychologists Victorian Public Sector (Single Interest Employers) Enterprise Agreement 2021-2025* ("the Agreement"):

**1. Overtime for Part Time Employees**

- a. A part-time Employee is entitled to overtime rates where:
  - i. work is performed in excess of ordinary hours as prescribed in clause 55.1; or
  - ii. overtime work is performed in accordance with clause 59.2; or
  - iii. the Employer directs the Employee to work additional hours beyond those agreed in clause 24.2.
- b. Subclause 1(a)(ii) of these undertakings does not apply where there is genuine agreement between the Employee and Employer for the Employee to undertake additional ordinary hours.

**2. Public Holiday Payments:**

- a. Where an Employee is classified as a:
  - i. SQ1 – Pharmacy Intern; or
  - ii. BR5 – Science Trainee, Pay Point 1; or
  - iii. TT15 – Pharmacist In Charge, Pay Point 3; or
  - iv. SX9 – Deputy Director Pharmacy Group 3; or
  - v. TT20 – Director Pharmacy Group 5and the Employee works on a public holiday, the Employer will undertake a review to ensure that the Employee is paid no less than the applicable Modern Award.
- b. If the entitlement to payment under this Agreement is less than the Modern Award, the Employer will reconcile the underpayment as soon as practicable.

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

**3. Student Pharmacist Rate**

- a. For the avoidance of doubt, the correct rate of pay for a Student Pharmacist is provided in Schedule 2 of this Agreement. As such, the terms of clause 7.1 of Schedule 3 should be disregarded.

**4. Psychologist CATT on-call rate**

Psychologist CATT on-call allowance will be provided at the following rates:

Allowance	FFPPOA 1 December 2021	FFPPOA 1 December 2022	FFPPOA 1 December 2023	FFPPOA 1 December 2024
CATT on-call allowance	\$149.85	\$152.85	\$155.90	\$159.05

**5. Medical Physicist Sole Allowance**

Sole allowance for Medical Physicists will be provided at the following rates:

Allowance	FFPPOA 1 December 2021	FFPPOA 1 December 2022	FFPPOA 1 December 2023	FFPPOA 1 December 2024
Sole Allowance	\$67.00	\$68.35	\$69.75	\$71.15

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



16/11/2022

**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.**

**MEDICAL SCIENTISTS,  
PHARMACISTS AND  
PSYCHOLOGISTS  
VICTORIAN PUBLIC  
SECTOR (SINGLE  
INTEREST EMPLOYERS)  
ENTERPRISE  
AGREEMENT  
2021 - 2025**

# PART 1: OPERATION OF AGREEMENT

## 1 Title

This Agreement shall be known as the *Medical Scientists, Pharmacists and Psychologists Victorian Public Sector (Single Interest Employers) Enterprise Agreement 2021-2025*.

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### 3 Coverage of Agreement

This Agreement covers:

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

### 4 Commencement Date and Period of Operation

- a. This Agreement shall come into effect seven days from the date of approval by Fair Work Commission. Wages come into operation from the beginning of the first full pay period commencing on or after 1 December 2021.
- b. In this Agreement, non-wage related matters (excluding wages and allowances) will come into effect from 21 December 2021, notwithstanding, that the entitlement will be applied seven days from the date of approval by the Fair Work Commission.

Example: An Employee engaged by the Employer at 21 December 2021, is entitled to 14 weeks of paid parental leave from that date if they are the primary carer. Once the Agreement becomes operative, the Employee will be entitled to be paid 4 weeks paid parental leave for the primary carer.

- c. Clause 6.15 of Schedule 3 and Schedule 11 (Medical Scientist Progression from Grade 1 to Grade 2) will apply as of 1 December 2017 or the operative date of the Agreement which ever is the later date.
- d. This Agreement will nominally expire on 30 November 2025 or 4 years from the date of approval by Fair Work Commission, whichever is the earlier.
- e. The Agreement will continue to operate after the nominal expiry date in accordance with the provisions of the *Fair Work Act 2009* (Cth).
- f. The negotiations for a replacement agreement shall commence in February 2025, provided that any claim made during this period is not supported by industrial action.

## 5 Relationship with Award and Previous Certified Agreements

- a. This is a comprehensive agreement that operates to the exclusion of any award or enterprise agreement which previously applied to the Employees covered by this agreement.
- b. The schedules attached to this Agreement form part of this Agreement.
- c. Where clauses have been re-written and there is a dispute at a later date as to their intent or meaning, regard will be had to the antecedent documents and decisions arising from them. The antecedent documents for the purposes of this sub-clause are:
  - (i) Victorian Public Health Sector (Medical Scientists, Pharmacists and Psychologists) Enterprise Agreement 2017 – 2021;
  - (ii) Victorian Public Health Sector (Medical Scientists, Pharmacists and Psychologists) Enterprise Agreement 2012-2016;
  - (iii) The Public Health Sector (Medical Scientists, Pharmacists and Psychologists) Multi-Enterprise Agreement 2008-2011;
  - (iv) The provisions of the Medical Scientists, Pharmacists and Psychologists (Public Sector – Victoria) Award 2003 as at 31 January 2007;
  - (v) any predecessor documents to a Schedule; and
  - (vi) any documents provided to FWC at the time of approval.
- d. Where there is a conflict between an entitlement detailed in the body of the Agreement and an entitlement detailed for a specific Employer in a schedule of the Agreement, the entitlement detailed in the schedule of the Agreement shall prevail for that particular Employer.

## 6 Savings Clause

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

## 7 No Extra Claims

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

## 8 Posting of Agreement

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

## 9 Definitions

In this Agreement:

- a. **Act** means the *Fair Work Act 2009* (Cth).
- b. **ADO** means Accrued Day Off.
- c. **Agreement** means the *Medical Scientists, Pharmacists and Psychologists Victorian Public Sector (Single Interest Employers) Enterprise Agreement 2021-2025*.
- d. **Audiologist** if graduated prior to May 1999, is a university graduate who has completed a graduate diploma in audiology approved by the Audiological Society of Australia, or if graduated in May 1999 or thereafter, is a university graduate who has completed a masters degree in audiology approved by the Society, and who is eligible for membership of the Audiological Society of Australia.
- e. **Associate Genetic Counsellor** is defined in Schedule 3.
- f. **Clinical Perfusionist** is defined in Schedule 3.
- g. **CMS** means caseload management system.
- h. **Departments and Sections** shall be determined in the manner set out in sub-clause 6.11 of Schedule 3.
- i. **Dietitian** means a person who is eligible for full membership of the Dietitians Association of Australia.
- j. **Employer** shall mean an employer listed in Schedule 1 of this Agreement.
- k. **FFPPOA** means the beginning of the first full pay period commencing on or after a particular date.
- l. **FWC** means the Fair Work Commission.
- m. **Genetic Counsellor** is defined in Schedule 3.
- n. **HSR** means a health and safety representative (including a deputy health and safety representative) elected under the OHS Act.
- o. **Higher Qualifications Allowances** shall mean allowances prescribed by Schedule 3 of this Agreement and shall form part of the Employees' base salary for all purposes of this Agreement.
- p. **Medical Physicist** means a person who is eligible for membership of the Australian College of Physical Scientists and Engineers in Medicine as a medical physicist.
- q. **NES** means the National Employment Standards, as set out in the Act.
- r. **OHS Act** means the Occupational and Health Safety Act 2004 (Vic).
- s. **PBA** means Psychology Board of Australia.
- t. **Pharmacist** means a person registered as such under the *Health Practitioner Regulation National Law Act* and any successor legislation and whose name appears on the register of the Pharmacy Board of Australia.
- u. **Student Pharmacist** means a person undertaking the course of Bachelor of Pharmacy at the Victorian College of Pharmacy, Monash University or an equivalent Pharmacy course recognised by the Pharmacy Board of Victoria, and who has not completed the Pharmacy III examinations.

- v. **Pharmacist Intern** means a person who has completed the course of Bachelor of Pharmacy at the Victorian College of Pharmacy, Monash University, or an equivalent Pharmacy course recognised by the Pharmacy Board of Victoria, and who is undergoing the practical training prescribed by the Pharmacy Board, prior to registration as a Pharmacist.
- w. **Trainee Pharmacist** means Pharmacist Intern.
- x. **Psychologist** means a person registered as a Psychologist by the Australian Health Practitioner Agency in partnership with the Psychology Board of Australia, including psychologists with provisional registration.
- y. **Recognised Prior Service** means service prior to the Employee's employment with the Employer with:
- (i) An Employer listed in Schedule 1 of this Agreement;
  - (ii) An institution or statutory body as defined in cl 67.2c) and 67.2j) of this Agreement, including Community Health Services;
  - (iii) Forensicare; and/or
  - (iv) The Australian Red Cross Lifeblood,
- Where the period of absence between engagements with a prior Employer referred to at (i) and the Employer is less than 3 months.
- Note:** Recognised Prior Service will apply to Progression at clause 49; Personal Leave at clause 64.3b; Parental leave at clause 70.3a and Sabbatical leave at clause 76.*
- The following terms rely on the definition of 'service' in the Long Service Leave clause at subclause 67.5: Long Service Leave at clause 67, Redundancy at subclause 32.2f, and Notice of Termination at subclause 31.1f.*
- z. **Scientist** means a person:
- (i) who holds a Bachelor of Applied Science or Bachelor of Science or equivalent where 'equivalent' includes a degree awarded by an overseas tertiary institution which is recognised by the Federal Department of Education and Training as such; or
  - (ii) who holds a post-graduate degree in science or applied science; or
  - (iii) who is eligible for ordinary membership of the Neurophysiological Sciences Society of Australia; or
  - (iv) who is eligible for ordinary membership of the Australian and New Zealand Society of Respiratory Science Ltd and/or Australian and New Zealand Sleep Science Association (ANZSSA) and/or Australian Council for Clinical Physiologists (ACCP); or
  - (v) who prior to 1 December 1973 held an associate qualification conferred by the (then) Australian Institute of Medical Technologists.
  - (vi) In the case of a scientist working in a pathology laboratory (however titled), a scientist means a person who:
    - (A) has completed the requirements of an undergraduate or post graduate academic qualification acceptable for graduate membership of the Australian Institute of Medical Scientists, or who has completed the requirements of an undergraduate or post graduate academic qualification acceptable for membership of the Australasian Association

- of Clinical Biochemists or the Australian Association for Microbiology; or
- (B) is eligible for ordinary membership of the Human Genetics Society of Australasia or who is eligible to be non-medical member of the Australian Society of Cytology
  - (C) in accordance with the health service's laboratory protocols, authorise and validate tests results and assesses quality control. Where results are outside critical or delta check limits a scientist will review, verify and release results in accordance with the health service's laboratory protocols;
  - (D) performs duties including but not limited to cross matching of blood, blood film morphology and the interpretation of genetic testing results.
- (vii) Where technicians and/or other laboratory staff are engaged in their work area, a scientist with appropriate qualifications and competencies will supervise the work of those staff.
- aa. **Service** has the same meaning as 'service' and 'continuous service' provided by section 22 of the Act, and also means any **Recognised Prior Service**.
- Note: This does not detract from the definition of 'service' in the Long Service Leave clause at 67.2*
- bb. **SHPA** shall mean the Society of Hospital Pharmacists of Australia.
- cc. **Shiftworker** – for the purposes of the NES, a shiftworker is an Employee who works for more than four ordinary hours on 10 or more weekends during the year in which their annual leave accrues.
- dd. **Teaching hospital** shall be deemed to be a hospital which is affiliated with, or recognised by, a Victorian University for the instruction of students in medicine.
- ee. **Trainee Scientist** means any Employee engaged in studies leading to the attainment of the qualification Bachelor of Applied Science (Laboratory Medicine) or equivalent.
- ff. **Union** shall mean the Health Services Union (HSU), comprised of the Health Services Union No. 4 Branch (which reflects the membership of three existing component associations in Victoria, namely, the Medical Scientists Associations of Victoria (MSAV), Victorian Psychologists Association (VPA) and the Association of Hospital Pharmacists (AHPA)), Health Services Union No. 2 Branch with respect to psychologists.
- gg. **Unit** shall for the purposes of Schedule 3, include Andrology, Biochemistry, Blood Banking, Cardiology, Cardio Vascular Perfusion, Clinical Pharmacology, Cytogenetics, Cytology, Embryology, Endocrinology, Gastroenterology, Haematology, Histopathology, IVF Sciences, Immunology, Intensive Care, Lung Function, Medical Physics, Microbiology, Neuropathology, Neurophysiology, Physical Sciences, Renal Dialysis, Renal Unit, Tissue Typing, Vascular Unit or Virology.
- hh. **VHIA** means the Victorian Hospitals' Industrial Association.
- ii. **Week** for the purpose of this Agreement a week shall be deemed to commence at midnight on a Sunday.

## 10 Anti-Discrimination

- a. It is the intention of the parties to this Agreement to achieve the principal object in s.3(e) of the Act through respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- b. Accordingly, in fulfilling their obligations under the disputes avoidance clause, the respondents must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- c. Nothing in this clause is taken to effect:
  - (i) any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
  - (ii) an Employee, Employer or registered organisation, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;
  - (iii) the exemptions under the Act.



## **PART 2: DISPUTE SETTLING**

### **11 Disputes Settling Procedures**

#### **11.1 Resolution of disputes and grievances**

- a. For the purpose of this clause 11, a dispute includes a grievance.
- b. This dispute resolution procedure will apply to any dispute arising in relation to:
  - (i) this Agreement (including but not limited to a request for flexible working arrangements) or
  - (ii) a request for an additional 12 months parental leave;
  - (iii) the NES.
- c. A party to the dispute may choose to be represented at any stage by a representative including a Union or employer organisation. A representative, including a Union or employer organisation on behalf of an Employer, may initiate a dispute.

#### **11.2 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.

#### **11.3 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 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.

#### **11.4 Discussion of dispute at workplace level**

- a. The parties will attempt to resolve the dispute at the workplace level as follows:
  - (i) in the first instance by discussions between the Employee/s (and/or representative) and the Employees' manager/supervisor or other relevant manager; and
  - (ii) where the dispute or grievance is about the conduct of the employee(s)' manager/supervisor, the employee(s) may first discuss the matter with another representative of the Employer; and
  - (iii) if the dispute is still unresolved, by discussions between the Employee/s (and/or representative) and more senior managers.
- b. Nothing in this clause 11.4 prevents the Parties from agreeing, at any time, to conducting their discussions in writing, subject to 11.2.
- c. The discussions at subclause 11.4a will take place within fourteen days or such longer period as mutually agreed, save that agreement will not be unreasonably withheld.
- d. Where a Party believes the requirements of this clause 11.4 have not been complied with, they will notify the other of their concern in writing as soon as practicable (and preferably before an appearance at the FWC).
- e. 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.

#### **11.5 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.

#### **11.6 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.

#### **11.7 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 11.7d 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.

### **11.8 Conduct of matters before the Commission**

- a. Subject to any agreement between the parties to the dispute in relation to a particular dispute or grievance and the provisions of this clause, in dealing with a dispute or grievance through conciliation or arbitration, the Commission may conduct the matter in accordance with sections 577, 578 and Subdivision B of Division 3 of Part 5-1 of the Act.
- b. For the avoidance of doubt, nothing in this clause 11 affects the operation of s.596 of the Act.

## **12 Independent Dispute Resolution Panel**

### **12.1 Application**

The Independent Dispute Resolution Panel (**Panel**) is empowered to hear and determine dispute applications regarding the following matters:

- a. A dispute under this Agreement in relation to the classification of an Employee;
- b. Workload and/or staffing disputes that arise under the provisions of this Agreement; and
- c. Underpayment claims, where the Employer agrees to have a dispute about an alleged underpayment determined by the Panel.

### **12.2 Composition and principles of the Panel**

- a. The Panel will comprise three persons being:
  - (i) A nominee of the HSU (on behalf of Employees);
  - (ii) A nominee of the VHIA (on behalf of Employers); and
  - (iii) an independent chairperson (Chair) agreed by HSU and the VHIA or, in the absence of agreement, as nominated by the Minister for Health.

**Note:** A nominee of the HSU or VHIA may change at any stage depending on the nature of the matter being determined by the Panel.

- b. The Panel Chair shall act as an independent third party in deliberations of the Panel.
- c. A nominee on the Panel must recuse themselves from being involved in a matter if they are directly and/or personally affected by the outcome.
- d. The Panel will commence to determine an application made under this clause within 21 days of receiving the application and conclude its deliberations as expeditiously as possible.
- e. The Panel shall act independently of the Department of Health, HSU and the VHIA.
- f. The parties to an application to the Panel bear their own costs (save for the Chair).

- g. The Panel shall be responsible for determining its own procedure, provided that it applies the rules of natural justice and procedural fairness and be consistent with the requirements of clause 11 Disputes Settling Procedure.
- h. The Panel shall apply an inquisitorial procedure, rather than an adversarial one.
- i. The Panel may decide to hear a matter in the workplace. In such cases the employer shall provide a suitable meeting room and other relevant facilities for any date requested by the Panel. The employer will allow the Panel to inspect any work site if the Panel believes this will assist it in determining a matter, subject to any health, safety and privacy considerations. A party to a dispute may request that the Panel hear a matter in a workplace. The Panel will consider such a request and determine for itself the best location for hearing a matter.
- j. In the exercise of its functions, the Panel shall do such things as are necessary to ensure that:
  - (i) matters are dealt with expeditiously; and
  - (ii) where possible it does not deal with unnecessarily complex legal arguments in hearing/determining a matter;
- k. Lawyers and paid agents, who are not direct employees of the HSU, VHIA, Department of Health or an employer will not be given permission to appear before the Panel, except where the Panel determines it is appropriate having regard to the principles of this clause including natural justice under 12.2g.
- l. A party to a dispute that is being dealt with under this clause shall not make an application to the FWC for it to deal with the same dispute, other than an application made under clause 12.5l. Nothing prevents an application to the FWC where the Panel ceases to deal with a dispute without having made a determination.

### **12.3 Functions of the Panel Chair**

- a. The Chair shall perform the following functions:
  - (i) Notify all parties to the matter of the hearing dates;
  - (ii) Chair proceedings of the Panel;
  - (iii) Conciliate matters, by chairing conferences between the employer(s) and/or their representative/s, and the HSU;
  - (iv) Anything else necessary to give effect to the provisions of this clause.

### **12.4 Application to Panel to deal with a dispute**

- a. Either an Employer or an Employee (or their representatives) may make an application to the Panel regarding a dispute about matters listed at 12.1, only where the Parties have attempted to resolve the dispute at the workplace as described at clause 11.4 of the enterprise agreement.
- b. If the provisions of clause 11.4 (excluding 11.4c) (Discussion of dispute at workplace) or obligations set out at 11.2 of the Agreement have not been complied with prior to application, the Chair will refer the parties back to the workplace to attempt resolution through discussion at the workplace level in the first instance.
- c. Application by an Employee
  - (i) The Chair shall notify the HSU, VHIA and the Employer of an application made by an employee directly to the Panel.

- (ii) Before referral to the Panel for determination, the Chair in the first instance shall review the employee's application to determine that the nature of the dispute is within the scope of this clause and therefore able to be determined by the Panel.
- (iii) The Chair will notify the Employee, HSU, VHIA and the Employer of their findings with respect to scope.
- (iv) If the Chair finds the employee's application is not within the scope of this clause the Chair will notify the Employee and that their application is not able to be heard by the Panel.
- (v) If the Chair finds the Employee's application is within the scope of this clause the Chair will notify the Employee that it will be dealt with under this clause.

### **12.5 Role, procedures and determinations of the Panel**

- a. In dealing with an application, the Panel will:
  - (i) utilise available relevant material.
  - (ii) apply the provisions of the Agreement;
  - (iii) in the case of submissions under clause f below consider any materials submitted by or on behalf of the Department of Health.
- b. Subject to the provisions of this clause, proceedings of the Panel shall be conducted as informally as possible and undertaken with all possible expediency.
- c. The Panel may inform itself in any manner it sees fit including, in the case of a classification application, by seeking the views of an expert advisor (who is not an employee of the health service subject of the application) agreed by the Panel to provide clinical expertise in an area of clinical practice relevant to the classification matter under consideration.
- d. The Panel is not bound by the rules or practices as to evidence and may inform itself on any matter it thinks fit. In any event, an Employee providing evidence to the Panel will not be subjected to any form of cross examination by any person without limiting the questions the Panel may ask.
- e. The Employer or VHIA and the Employee/s and/or HSU can advocate to the Panel.
- f. At the Panel's discretion, the parties to a matter will present submissions verbally and/or in writing.
- g. The parties to a dispute shall have full, unrestricted access to relevant information, except where the Panel determines that access to material is inappropriate for legal or confidentiality reasons.
- h. An Employee, including a HSU representative (for example, a HSU delegate or HSR), who is involved in a matter being heard by the Panel shall be allowed time off from their normal duties and paid their normal wages for time attending.
- i. The Panel will determine applications by majority, with written reasons to be prepared by the Chair (including any dissenting decision or a summary of any dissenting decision) and provided to the parties.
- j. A determination of the Panel will be considered binding unless either the Union or VHIA make an application to have the determination reviewed by the Commission within 14 days of receiving written determination.

- k. An application to the Commission will include the application, determination, written reasons and supporting material.
- l. An application under this clause will include a request that the President of the Commission appoint a member of the Commission to preside over the matter.
- m. The Commission will be assisted by the Panel Chair, who will explain Panel's recommendation, the application and supporting material, and inform the Commission of the position of the Union and the VHIA.
- n. 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.

### **12.6 Right of the Department to be heard**

The HSU and the VHIA recognise that the Victorian Government, represented by the Department of Health, has a right to have its funding interests heard and considered in decisions of the Panel.

### **12.7 Materials to be provided to the Panel**

- a. A Party shall provide all relevant material to the Panel and the other Party as soon as practicable. Relevant material may include the following:
  - (i) Staffing/EFT levels and profiles
  - (ii) position descriptions
  - (iii) rosters
  - (iv) prioritised work arrangements made under clause 34
  - (v) proposed and/or actual professional reporting lines for/to the proposed position/s
  - (vi) records relating to an application (for example: leave backfill, vacancies, absenteeism and leave accruals)
  - (vii) organisational structure
  - (viii) information referred to in clause 17.10 (WIC)

### **12.8 Notification of Panel determinations**

- a. The Chair will notify the HSU, Employer and Employee, where applicable, of the Panel's determination with respect to an application in writing within 14 days of the decision.
- b. In the case of an application for a reclassification 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.
- d. In the case of an application for a reclassification, where the Panel or, on review, the Commission determines that a lower classification applies, the Employee will have their current salary maintained.

### **12.9 Employee Release from normal duty**

- a. An Employee who is involved in a dispute before the Panel, including an HSU representative, will be released by the Employer with pay 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.

- b. For the purposes of this clause 'pay' shall include shift allowances and any other payment the employee or HSU representative would have received had they not been released from duty as described above.

### **12.10 Withdrawal of application**

- a. The notifier of a dispute to the Panel may withdraw their application at any time.
- b. Any notice of withdrawal of a matter shall be in writing and the Chair shall cause this to be communicated to other relevant parties.

## **13 Best Practice Employment Commitment**

- a. The parties agree to establish a committee to discuss Best Practice Employment Commitments (**BPEC**) during the life of the Agreement.
- b. The Committee will comprise nominated representatives from the Union, the VHIA and Department of Health (as required). The Committee may, by agreement, establish sub-groups or delegate individual matters to a relevant health service(s) as required and will meet on matters including:
  - (i) implementation of the Agreement;
  - (ii) climate change initiatives to reduce carbon and other harmful emissions within the public health system including:
    - (A) discussion regarding the environmental performance of Employers published in accordance with the Department's environmental guidelines,
    - (B) discussion regarding any reports or activities of other bodies such as Global Green and Healthy Hospitals that are relevant to the reduction of carbon emissions,
    - (C) promotion of initiatives taken by an Employer and / or Employees to reduce carbon and other harmful emissions and where appropriate the Union and the VHIA may jointly make recommendation to the Minister in relation to adopting sector wide initiatives;
    - (D) invite external interest groups, unions or other organisations to discuss the impacts the public health system as a whole has on producing harmful emissions and any initiatives to reduce these.
- c. working from home, including emerging standards;
- d. implementation of a best practice guide to address emerging equity issues arising from flexible working arrangements;
- e. any legislative requirement to undertake gender equity activities;
- f. consolidation of major agreement provisions to reduce complexity and inefficiencies within the public health system;
- g. template change impact statements
- h. the development of an assessment measure for workload stress; and

- i. measures to support and improve understanding of and compliance with this Agreement.
- j. explore the development of a clinical governance structure for psychology services.
- k. As part of the new Agreement, the parties have agreed to preference secure modes of employment over insecure modes of employment. In that regard, Employers may need to review existing supplementary labour to support secure modes of employment, including the establishment of casual relief banks. In conducting that review, Employers are to report through clause 17.10, the steps in which it will take to ensure supplementary labour is sufficient to support the preference of secure modes of employment.
- l. The Committee will schedule a minimum of six meetings per year.

## 14 Clause intentionally omitted

## 15 Performance Management

### 15.1 Application of this clause

- a. Performance management is a process of supporting an Employee who is not performing all or part of their job to a standard of performance reasonably expected by the Employer, where the Employer believes the Employee is not working to such level.
- b. Performance management is not an adversarial or punitive process.
- c. In this clause 15, **performance management** includes reasonable actions to address underperformance by identifying performance deficits, the Employer's expected outcomes and performance measures, and strategies to meet those measures including the provision of support, training 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.
- d. Underperformance is not Misconduct, and therefore will not be treated as Misconduct except in circumstances described below in subclause 16.1a(ii) and in subclause 16.2d.
- e. If an Employee refuses to undertake all or part of their job requirements to a satisfactory level, as described in subclause 16.2d of this Agreement, the Employer may raise allegations of such conduct under clause 16.4. Where this occurs, the performance management process in subclauses 15.2 - 15.3 will still apply where appropriate.
- f. In other circumstances where the Employee does not undertake their job requirements to a satisfactory level the Employer will consider any of the possible outcomes at clause 15.4.

### 15.2 Informal

Where the Employer has concerns about an Employee's performance, the Employer will, wherever appropriate, deal with these concerns through informal discussions with the Employee when these concerns first arise. The Employer will clearly outline the concerns. The Employee will be given a reasonable opportunity to address the performance concerns.



### 15.3 Formal

- a. Where the Employee's work performance is not at an acceptable standard following the process in subclause 15.2 or it was not appropriate to deal with the concerns informally, the Employer may initiate a formal performance management process.
- b. The Employer will provide to the Employee in writing:
  - (i) details of the performance concerns including, where relevant, material that supports those concerns; and
  - (ii) notice of the Employee's right to be represented by a Union or other representative.
- c. The Employer will:
  - (i) meet with the Employee and, where relevant, the Employee's representative, to discuss the concerns;
  - (ii) ensure the Employee is provided with a reasonable opportunity to answer any concerns including a reasonable time to respond;
  - (iii) give genuine consideration to any response or matters raised by an Employee's response; and
  - (iv) if a performance management plan is proposed, consult with the Employee and the Employee's representative on the content of the plan.
- d. Where, having considered the Employee's response, the Employer reasonably believes, based on the Employee's performance, that a performance management plan is appropriate, the Employer will:
  - (i) provide the performance management plan to the Employee in writing following the consultation referred to at subclause 15.3c(iv) above, identifying which aspects of the Employee's performance are unsatisfactory and the required level of performance which must be reasonable; and
  - (ii) provide the Employee with a reasonable opportunity to address any concerns over a reasonable time.
- e. The Employer will provide ongoing feedback on the Employee's performance during this period, including if the Employee's performance is not improving to a satisfactory standard, and will provide the Employee with all reasonable support, counselling and training.
- f. Where there are ongoing concerns about the Employee's performance, the Employer will provide additional training and support to give the Employee a reasonable opportunity to improve their performance, including a further performance improvement plan, as provided in clause 15.4b(i).

### 15.4 Possible outcomes

- a. Where it is determined that after following the process provided for in subclauses 15.2 and 15.3 (as applicable) the Employee **has met** the performance management requirements:
  - (i) The Employer will notify the Employee in writing of the outcome.
- b. Where it is determined that after following the process provided for in subclauses 15.2 and 15.3 (as applicable), the Employee **has not met** all of or

part of the performance management requirements, the Employer may take any of the following steps:

- (i) develop a subsequent performance improvement plan, including providing additional training support to the Employee;
  - (ii) counsel the Employee;
  - (iii) issue a written or verbal advice that is placed on the Employee file until the Employee improves their performance in the identified area of underperformance.
- c. If after making reasonable effort to improve an Employee's performance as provided in this clause, the Employer has ongoing concerns about the Employee's capacity to perform to the level required, the Employer may consider termination providing:
- (i) the Employer has complied with this clause; and
  - (ii) the Employer has a valid reason; and
  - (iii) the decision is not harsh, unjust or unreasonable.
- d. A dispute over this clause will be dealt with in accordance with the Dispute Settling Procedure set out at clause 11 of this Agreement.

## 16 Disciplinary Procedure

### 16.1 Application

- a. Except as provided at 16.7, 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 sub-clause 16.3b as soon as practicable following the Employer becoming aware of concerns set out at sub-clause 16.1a.

### 16.2 Definitions

- a. **Performance** means the manner in which the Employee fulfils their job requirements. The level of performance is determined by an Employee's knowledge, skills, qualifications, abilities and the requirements of the role.
- b. Where there are concerns regarding Performance that does not meet the definition of Misconduct at subclause 16.2d, clause 15 will apply.
- c. **Conduct** means the manner in which the Employee behaviour impacts on their work.
- d. **Misconduct** means an Employee's intentional or negligent failure to abide by or adhere to the standards of conduct reasonably expected by the Employer. A

Performance issue can be considered Misconduct where, despite all reasonably practicable interventions by the Employer, the Employee refuses to undertake all or part of their job requirements to a satisfactory level.

- e. **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.
- f. Conduct that is serious misconduct includes each of the following:
  - (i) the Employee, in the course of the Employee's employment, engaging in:
    - (A) theft; or
    - (B) fraud; or
    - (C) assault; or
    - (D) sexual harassment;
  - (ii) the Employee being intoxicated at work;
  - (iii) the Employee refusing to carry out a lawful and reasonable instruction that is consistent with the Employee's contract of employment, save for exemptions under the OHS Act and the Act.
- g. Subclauses 16.2f(i)-16.2f(iii) do not apply if the Employee is able to show that, in the circumstances, the conduct engaged in by the Employee was not conduct that made employment in the period of notice unreasonable.

### 16.3 Investigative procedure

- a. The purpose of an investigative procedure is to conclude whether, on balance, concerns regarding Conduct (or a Performance matter that meets the definition of Misconduct in clause 16.2d) 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 subclauses 16.3b(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 subclause 16.4c, including matters in mitigation if a disciplinary procedure (see subclause 16.4) is proposed.
- e. The Employer shall not de-identify complainants other than in exceptional circumstances where there is a risk to the personal safety of the complainant if their identity were disclosed.

#### **16.4 Disciplinary Procedure**

- a. This procedure applies if, following the investigation: the Employer reasonably considers that the Employee's Conduct (or a Performance matter that meets the definition of Misconduct in subclause 16.2d) may warrant disciplinary steps being taken.
- b. The Employer will:
  - (i) notify the Employee in writing of the outcome of the investigation process, including providing a copy of the report and the basis of any conclusion; and
  - (ii) provide the Employee with a reasonable opportunity to address the matters in subclause 16.4c
- c. In considering whether to take disciplinary action, the Employer will consider:
  - (i) whether there is a valid reason related to the Conduct or Performance of the Employee arising from the investigation justifying disciplinary action;
  - (ii) whether the Employee knew or ought to have known that the Conduct or Performance was below acceptable standards; and
  - (iii) any explanation by the Employee relating to Conduct including any matters raised in mitigation.

#### **16.5 Possible outcomes**

- a. Where it is determined that after following the procedures in this clause 16 that disciplinary action is warranted, the Employer may take any of the following steps depending on the seriousness of the Conduct or Performance and 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 18 month period for that course of conduct; or

- (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 18 months;
- (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 subclauses 16.5a(i)(A)- (i)(D)
- b. The Employer's decision and a summary of its reasons will be notified to the Employee in writing.
- c. If after any warning, a period of 12 or 18 months elapses (as relevant) without any further warning being required, all adverse reports relating to the warning must be removed from the Employee's personnel file.

## **16.6 Disputes**

- a. A dispute over clause 16 (including subclause 16.7) is to be dealt with in accordance with the Dispute Resolution Procedure set out at clause 11 of this Agreement.

## **16.7 Exception – Employees who have not completed a minimum period of employment with their Employer**

- a. Where an Employee has not completed a period of employment with their Employer of at least the minimum employment period defined at s.383 of the Act 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 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 representative); and
  - (v) consider any explanation by the Employee, including any matters raised in mitigation, before making a decision to terminate the employment.
- b. The terms of subclauses 16.3 to 16.5 inclusive do not apply to Employees within the scope of the exception in this subclause 16.7.

## **PART 3: UNION RIGHTS**

### **17 Union Rights**

#### **17.1 Access to Employees – General**

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

#### **17.2 Access to Employees – Electronic communication**

The Employer will ensure that:

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

#### **17.3 Access to Employees – Orientation**

- a. For the purposes of facilitating the orientation of new Employees and in particular to familiarise such Employees with the operation of this Agreement, the Union shall be provided, in writing on a quarterly basis, with the dates, times and venues of any orientation/induction program involving new Employees and be permitted to attend and address the new Employees. If the dates of these programs are fixed in advance for a regular day and time then a list will be sent to the Union as soon as such dates are fixed.
- b. An Employer will advise the Union of the date, time and location of orientation/induction programs not less than 14 days prior to the program.
- c. Those covered by this Agreement acknowledge the increasing role that technology plays in orientation / induction. An Employer and Union may agree to an alternative means by which the Union can access new Employees, including where orientation / induction programs are conducted on-line or the Union cannot reasonably attend.

#### **17.4 Delegates and HSRs**

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

- a. In this subclause 17.4 Representative means a Union 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 and attending committee meetings;
  - (ii) access reasonable preparation time before meetings with management disciplinary or grievance meetings with a Union member;
  - (iii) appear as a witness or participate in conciliation or arbitration, before the Commission;

- (iv) present information on the Union at orientation sessions for new Employees.
- c. A Representative required to attend management or consultative meetings outside of paid time will be paid to attend.
- d. A Representative will be provided with access to facilities such as telephones, computers, email, noticeboards and meeting rooms in a manner that does not adversely affect service delivery and work requirements of the Employer. In the case of a HSR, facilities will include other facilities as necessary to enable them to perform their functions as prescribed under the OHS Act.

### **17.5 Noticeboard**

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

### **17.6 Meeting Space**

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

### **17.7 Secondment to the Union**

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

### **17.8 Employees holding union official positions**

The Employer will, on application by the Union, grant leave without loss of pay to an Employee for the purpose of fulfilling their duties as an official of the Union, which includes participation on National Council or management committees. For the purposes of this clause Union includes the HSU and the MSAV, VPA and AHP, its component Associations.

### **17.9 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 17.9, Employees selected by their Union to attend training courses on industrial relations and/or health and safety will be entitled to a maximum of five days' paid leave per calendar year 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 Union advising that it has nominated the Employee or supports the application;
  - (ii) the training is conducted by the Union, an association of unions or accredited training provider; and
  - (iii) the application is made as early as practicable and not less than two (2) weeks before the training.
- e. The Employee will be paid 'ordinary time earnings' where ordinary pay is the rate of pay for normal rostered hours plus experience/service payments plus allowances which are deemed pursuant to this Agreement to be part of pay for all purposes, but excluding shift work, overtime and other allowances.
- f. Leave in accordance with this clause may include necessary travelling time in normal hours immediately before or after the course.
- g. Leave granted under this clause will count as service for all purposes of this Agreement.
- h. Expenses associated with attendance at training courses, including fares, accommodation and meal costs are not the responsibility of the Employer.

#### **17.10 Workplace Implementation and Compliance Committee**

- a. A local Workplace Implementation and Compliance Committee (WICC) will continue or, if there is not currently a WICC in operation, be established at each Employer. Having regard for the size and location, a WICC may be appropriate at each facility/campus. The WICC will, where practicable, comprise equal numbers of representatives of the Employer and the Union for the purposes of:
  - (i) Agreement implementation;
  - (ii) on-going monitoring and assessment of the implementation of this Agreement; and
  - (iii) to deal with any local disputes that may arise, without limiting the Dispute Settling Procedure in clause 11 of this Agreement.
- b. Each Employer shall, within three months of the Agreement coming into operation, provide to the Union a plan to ensure the observance and compliance with the Agreement. Such plan may include, for example, steps taken or proposed, to inform managers as to the Employer's obligations under the Agreement.
- c. In addition, each Employer shall provide to the WICC, on a regular basis, information which would provide insight into workload. Relevant information could include:
  - (i) Current EFT by department
  - (ii) Vacancies
  - (iii) Personal leave levels
  - (iv) Planned and unplanned absences in accordance with clause 34.8
  - (v) Number of complaints relevant to workload
  - (vi) Notifiable incidents
  - (vii) Annual leave accruals



- (viii) Overtime
  - d. Priority items for consideration by the WICC will include Agreement compliance and the matters arising under clause 82 (Family Violence); clause 17 (Union Rights) and other matters that may be identified by the parties as being of relevance.
  - e. Each Employer shall report and review all DWGs to ensure that all workplaces are mapped, known and have Employee elected and trained HSRs to ensure improvements in workplace safety.
- 17.11** The exercise of any right of entry conferred by clause 17 which involves entry to premises for a purpose referred to in s.481 of the Act, or to hold discussions of a kind referred to in s.484 of the Act, will be in accordance with the requirements of Part 3-4 of Chapter 3 of the Act.

## PART 4: EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

### 18 Types of Employment

Employees under this Agreement shall be employed in any one of the following categories:

- a. full-time Employees;
- b. regular part-time Employees;
- c. casual Employees; or
- d. fixed term Employees.

At the time of engagement an Employer shall inform each Employee of the terms of their engagement, and in particular, whether they are to be Full-Time, Regular Part-Time, or Casual Employees.

### 19 Notification of Classification

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

### 20 Transition to Retirement

*Note: A retirement transition arrangement is not notice to resign employment.*

- 20.1 An Employee may advise their Employer in writing of their intention to retire within the next five years and participate in a retirement transition arrangement.
- 20.2 Transition to retirement arrangements may be proposed and, where agreed, implemented:
  - a. as a flexible working arrangement (see clause 27 (Requests for Flexible Working Arrangements)), or
  - b. as an individual flexibility arrangement (see clause 22 (Individual Flexibility Arrangement)); or
  - c. in writing between the parties, or
  - d. any combination of the above.
- 20.3 A transition to retirement arrangement may include but is not limited to:
  - a. a reduction of working hours, i.e. part time employment;
  - b. a job share arrangement;
  - c. working in a position at a lower classification or rate of pay;
  - d. flexible use of Long Service Leave (**LSL**).
- 20.4 The Employer will consider, and not unreasonably refuse, a request by an Employee who wishes to transition to retirement:
  - a. to use accrued LSL or Annual Leave for the purpose of reducing the number of days worked per week while 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 until they have exhausted their available long service leave credits.
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 until they have exhausted their available annual leave credits, retaining their status as a part-time Employee employed for 24 hours per week for that period of time.

or

- b. be appointed to a role which that has a lower hourly rate of pay or hours (post transition role), in which case:
  - (i) the Employer will preserve the accrual of LSL at the time of reduction in salary or hours; and
  - (ii) where LSL is taken or paid out in lieu on termination, the Employee will be paid LSL hours at the applicable classification, and at the preserved hours, prior to the post transition role until the preserved LSL hours are exhausted unless:
    - (A) 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.

*Examples:*

1. An Employee's hourly rate of pay is reduced under this subclause 20.4b 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 20.4b 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 20.4b 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.

## 21 Request To Reduce Ordinary Hours

- a. An Employee may for reasons of family responsibilities or personal health request to reduce their ordinary hours of work on a temporary or permanent basis, for a minimum of 12 months, unless a shorter period is agreed.
- b. An Employee who intends to reduce their ordinary hours of work will provide the Employer with a written request no less than one month before the date of the proposed change.
- c. If an Employee's request to reduce their ordinary hours of work is agreed the Employee will provide the Employer with written confirmation of the proposed change no less than one month, unless a shorter timeframe is agreed, before the date of the proposed change.
- d. Agreed arrangements for reduced ordinary hours of work will be recorded in accordance with clause 24.2b of the Agreement.

- e. This clause 21 is in addition to any entitlement to request flexible working arrangements under the Act or clause 27.

## 22 Individual Flexibility Arrangements

- a. An Employee and an Employer may enter into an individual flexibility arrangement pursuant to this clause in order to meet the genuine needs of the Employee and Employer. An individual flexibility arrangement must be genuinely agreed to by the Employee and Employer.
- b. An individual flexibility arrangement may vary the effect of one or more of the following terms of this enterprise agreement:
  - (i) professional development leave (clause 73)
  - (ii) higher duties (clause 52)
  - (iii) ordinary hours of work (clause 55.1)
- c. An Employee may nominate a representative including the Union to assist in negotiations for an individual flexibility arrangement.
- d. 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.
- e. The Employer must ensure that an individual flexibility arrangement is in writing and signed by the Employee and Employer. If the Employee is under 18 years the individual flexibility arrangement must be signed by a parent or guardian of the Employee.
- f. The Employer must give a copy of the individual flexibility arrangement to the Employee within 14 days after it is agreed to.
- g. The Employer must ensure that any individual flexibility arrangement sets out:
  - (i) the terms of this enterprise agreement that will be varied by the arrangement;
  - (ii) how the arrangement will vary the effect of the terms;
  - (iii) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
  - (iv) the day on which the arrangement commences.
- h. The Employer must ensure that any individual flexibility arrangement:
  - (i) is about matters that would be permitted matters under section 172 of the Act if the arrangement were an enterprise agreement;
  - (ii) 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
  - (iii) provides for the arrangement to be terminated:
    - (A) by either the Employee or Employer giving a specified period of written notice, with the specified period being not more than 28 days; and
    - (B) at any time by written agreement between the Employee and Employer.

- i. 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.

## 23 Full-Time Employment

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

## 24 Part-Time Employment

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

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

### 24.2 Minimum Engagement

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

- a. At the time of engagement, the Employer and the part-time Employee will agree in writing on the following matters:
  - (i) a regular pattern of work, specifying the hours worked each day;
  - (ii) which days of the week the Employee will work; and
  - (iii) the actual starting and finishing times each day.
- b. Any agreed variation to the regular pattern of work will be recorded in writing.
- c. Part-time Employees shall be paid:
  - (i) for all Employees except Pharmacists at an hourly rate equal to 1/38th of the weekly rate appropriate to the Employee's classification; Employees employed under this clause shall receive leave entitlements on a pro rata basis.
  - (ii) the conditions of part-time work shall be agreed upon between Employer and Employee and shall be confirmed in writing between the two parties.
- d. For Pharmacists per hour worked at an amount equal to 1/38th of the weekly rate appropriate to the Employee's classification, and payment in respect of any Annual Leave or Long Service leave to which an Employee may become entitled shall be on a pro rata basis. Payment in respect of any period of paid Personal Leave (where an Employee has accumulated an entitlement) shall be

made according to the number of hours the Employee would have worked on the day or days on which the leave was taken so as not to reduce the Employee's wage below that level which such Employee would have received had such Employee not been absent.

## 25 Casual Employment

An Employer may employ casual Employees in any classification in this Agreement subject to this clause. A Casual Employee includes a Locum Pharmacist as defined in subclause 25.1 or 25.4.

### 25.1 Casual Employment

- a. In order to ensure the effective operation of services, each Employer will endeavour to meet service requirements through the employment of permanent Employees, either full time or, part time. An Employer may use Casual staff where the current permanent staff are not available.
- b. Where there is a need to fill rosters due to absence, part time Employees will be asked first if they want to work additional hours. If this is not possible the Employer should use Casual Employees as a last resort.
- c. A Casual Employee is a direct Employee engaged in relieving work of a casual nature and whose engagement is terminable by an Employer in accordance with the Employer's requirements without the requirement of prior notice by either party. They are to be paid per hour worked an amount equal to 1/38 of the weekly salary as set out in this Agreement appropriate to the class of work performed plus 25%; or 75% on weekends and public holidays.

### 25.2 Minimum Engagement

- a. The minimum period of engagement of a Casual Employee is three (3) hours per day.
- b. Except for the provisions of clause 25.5 and as provided in clause 67.1b, a Casual Employee is not entitled to Annual Leave, Long Service Leave, or Personal Leave

### 25.3 Casual Conversion

- a. Where a Casual Employee has worked shifts on a regular and systematic basis over a period of 26 weeks, the Employer and the Employee recognise that the Employee may be more properly classified as part-time or full-time.
- b. The Employee will not be considered rostered on a regular and systematic basis where these shifts are replacing an Employee on a short term absence (including but not limited to parental leave, long service leave, workers compensation leave, personal leave) or flexible work arrangement.
- c. Either the Employer or the Employee has the right to request in writing the conversion to full-time or part-time employment and that request will not be unreasonably refused by either party.
- d. Where such a conversion occurs, the Employee will be provided with a Letter of Appointment setting out the revised employment arrangements, including any period/s of casual employment with the Employer.
- e. Casual loading will cease and, subject to subclause 25.2b, any benefits relating to permanent employment will commence at the time of appointment to permanent status.
- f. This clause 25.3 is in addition to any requirement or entitlement to offer or request casual conversion under the Act.

#### **25.4 Locum Employment (Pharmacists Only)**

- a. A Locum is a Pharmacist who is a temporary Employee engaged in work of a casual nature or to relieve any full-time or part-time Employees during their absences from work, and whose engagement is terminable by an Employer in accordance with the Employer's requirements without the prior notice of either party.
- b. A Locum Employee shall be paid per hour worked an amount equal to 1/38th of the weekly wage prescribed for the class of work done with the addition of 25% provided that the provisions of clauses 55-Hours of Work, 56-Shift Work and 59-Overtime - including Saturday and Sunday work, shall apply to Locum Employees.
- c. Locum Employees shall not be entitled to the provisions of clauses in this Agreement relation to Personal/carers leave, Termination of Employment, Annual Leave, Jury Service, or Examination Leave. Any NES entitlements continue to apply.

#### **25.5 Unpaid Carer's and Compassionate Leave Entitlement For Casuals**

- a. Subject to the evidentiary and notice requirements in clause 64.7 Casual Employees are entitled to not be available to attend work, or to leave work:
  - (i) Where a member of their immediate family or household requires care or support because of a personal illness or personal injury or due to an unexpected emergency, or the birth of a child; or
  - (ii) when:
    - (A) a member of the employee's immediate family or household:
      - (1) contracts or develops a personal illness or injury that poses a serious threat to their life; or
      - (2) dies; or
      - (3) loses a pregnancy after 20 weeks gestation; or
    - (B) the Employee of their partner loses a pregnancy.
- b. The Employer and the Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to two days per occasion. The Employee is not entitled to any payment for the period of non-attendance.
- c. An Employer must not fail to re-engage a Casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of an Employer to engage or not to engage a Casual Employee are otherwise not affected.

### **26 Fixed Term Employment**

- a. The Employer will give preference to ongoing forms of employment over casual and fixed term arrangements wherever possible. Fixed term employment will only be used for "true fixed term arrangements".
- b. A fixed term Employee is an Employee employed for a specified period of time which period is known at the commencement of the contract, or employed for a specified task such as a project or replacement of an absent Employee,

where the contract contains clear terms as to when a contract is at an end such as starting and finishing dates.

- c. In the normal course, a fixed term contract will not exceed 12 months save that this does not prevent a subsequent fixed term contract being offered where it complies with this clause 26.
- d. Subject to clause e, fixed term employment will not be used to fill an ongoing position.
- e. Examples of where fixed term employment may be appropriate include but are not limited to:
  - (i) Employment positions to support qualification and / or registration;
  - (ii) Long term absence backfill (including for WorkCover), where the duration of the absence is known;
  - (iii) Special Projects;
  - (iv) Positions related to identifiable funding to the Employer not being funding that is part of an operating grant from government; and
  - (v) Backfill including for extended leave (such as Parental Leave and Long Service Leave) and to support flexible working arrangements.

**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 hours that arise from a flexible work arrangement that includes a temporary reduction in hours.

## 26.2 Fixed Term Employment Conversion

- a. Where a fixed term Employee is offered a subsequent fixed term contract (including an extension of the existing fixed term contract), the Employer and the Employee recognise that the Employee may be more properly classified as an on-going rather than fixed term Employee.
- b. The Employee will not be considered to be more properly classified as an on-going rather than fixed term Employee where the fixed term engagement continues to be genuine, such as replacing an Employee absence (including but not limited to parental leave, long service leave, workers compensation, personal leave) or flexible work arrangement.
- c. Either the Employer or the Employee has the right to request in writing the conversion to on-going employment and that request will not be unreasonably refused by either party.
- d. In the event of a dispute over a request conversion from fixed term to on-going employment, a further fixed term contract will not prejudice either party.
- e. Where such a conversion occurs, the Employee will be provided with a Letter of Appointment setting out the revised employment arrangements, including any period/s of fixed term employment with the Employer, which shall count as the Employee's service.
- f. Where an Employee continues to work once a fixed term contract has expired, the Employee will be converted to on-going employment from the end date of the fixed term contract.

## 27 Flexible Working Arrangements

- a. The Act entitles a specified Employee to request flexible working arrangements in specified circumstances.



- b. A specified Employee is a:
  - (i) full time or part time Employee with at least 12 months continuous service with the employer; and
  - (ii) regular casual Employee during a period of at least 12 months, and who has reasonable expectation of continuing employment by the Employer on a regular and systematic basis.
- c. The specified circumstances are the Employee:
  - (i) is the parent, or has responsibility for the care, of a child who is of school age or younger;
  - (ii) is a carer within the meaning of the *Carer Recognition Act 2010* caring for someone who has a disability, a medical condition (including a terminal or chronic illness), a mental illness or is frail or aged;
  - (iii) has a disability;
  - (iv) is 55 or older;
  - (v) is experiencing violence from a member of the Employee's family; or
  - (vi) provides care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because the member is experiencing violence from the member's family.
- d. A specified Employee may request the Employer for a change in working arrangements because of the circumstances at subclause c.
- e. Changes in working arrangements may include but are not limited to hours of work, patterns of work and location of work.
- f. The request by the Employee must be in writing, set out the change sought and reasons for the change (This requirement is subject to any confidentiality requirements that may be relevant to matters involving family violence – see clause 82).
- g. The Employer must give the Employee a written response to the request within 21 days, stating whether the Employer grants or refuses the request. A request may only be refused on reasonable business grounds as described in the NES.
- h. Where the Employer refuses the request, the written response must include details of the reasons for the refusal.
- i. Where a request for flexible work arrangements is made, an Employee or Employer is entitled to meet with the other party to discuss:
  - (i) the request;
  - (ii) an alternative to the request; or
  - (iii) reasons for a refusal on reasonable business grounds (as defined at section 65 of the Act).
- j. An Employee or Employer may choose to be represented at a meeting under subclause i by a representative including a Union or employer organisation.
- k. The dispute resolution procedure in clause 11 of the Agreement will apply to any dispute / grievance arising in relation to a request for flexible working arrangements.

- I. Other entitlements relevant to family violence can be found at clause 82 (Family Violence Leave).

## 28 Transfer of Business

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

## 29 Trainee Scientists

No Trainee Scientist (as defined by clause 9ee) shall be required or permitted to work in any laboratory at any time without the supervision of a qualified Employee.

## 30 Consultation

*Nothing in this clause 30 limits the Employer's obligations to consult with HSRs under the OHS Act.*

### 30.1 Consultation regarding Major Change

- a. Where an Employer proposes a Major Change that may have a Significant Effect on an Employee or Employees, the Employer will consult with the Affected Employee/s, and Union, and the Employee's other chosen representative (where relevant) before any proposed change occurs.
- b. Consultation will include those who are absent on leave including on workers' compensation or parental leave.
- c. The Employer will take reasonable steps to ensure Employees, HSRs (where relevant) and the Union can participate effectively in the Consultation process.
- d. An employer will provide reasonable resources (ie paid time for Union representatives, access to email, photocopying and meeting rooms) necessary to ensure that Employees and Union representatives can participate effectively in the consultation process.
- e. Major Change includes (but is not limited to) technological change as defined and referred to at subclause 30.2c below.

### 30.2 Definitions

Under this clause 30:

- 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.

Consultation includes an opportunity for affected Employees and the Union to provide written and verbal responses including alternative proposals to mitigate or avert any adverse impact on an Affected Employee. Consultation includes the timely provision of all relevant information and response.

- b. **Affected Employee** means an Employee on whom a Major Change may have a Significant Effect.
- c. **Major Change** means a change in the Employer's program, production, organisation (including workforce size), physical workplace, workplace arrangements, structure or technology that is likely to have a Significant Effect on Employees.
- d. **Significant Effect** includes but is not limited to any of the following:
  - (i) termination of employment;
  - (ii) changes in the size, composition or operation of the Employer's workforce (including from outsourcing or contracting out a service or part thereof, save for arrangements between respondent Employers or a service the Employer does not perform, or sendouts in pathology services) or skills required;
  - (iii) alteration of the number of hours worked and/or 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;
  - (viii) changes to shifts / rosters arising from the organisation change
  - (ix) impacts on the workload of an Employee;
- e. **Measures to mitigate or avert** may include but are not limited to:
  - (i) redeployment;
  - (ii) retraining, including for a position outside an Employee's current discipline/classification or scope of practice;
  - (iii) salary maintenance;
  - (iv) job sharing; and / or
  - (v) maintenance of accruals.
- f. **Technological Change** means the introduction, alteration or replacement of pharmaceutical or scientific instruments, computers, or work practices ancillary to the use of such equipment, which change, if implemented by an Employer, may have material effects in or on the employment of persons to which this Agreement applies.

### 30.3 Consultation Steps and Indicative reasonable timeframes

- a. Consultation includes the steps set out below.
- b. Each step of the consultation process must allow a party to Consultation (including a representative) to genuinely participate in an informed way having

regard for all the circumstances including the complexity of the change proposed, and the need for Employees and their representative to meet with each other and consider and discuss the Employer's proposal.

- c. The following table describes the relevant steps for the Consultation process.

Step	Action
1.	Employer provides Change Impact Statement and other written material required by subclause 30.4.  Employees and/or Union may request any additional information or material relevant to the proposed change.
2.	Written response from Employees and / or Union
3.	Consultation Meeting/s convened
4.	Further Employer response (where relevant)
5.	Alternative proposal from Employees or Union
6.	Employer to consider alternative proposal/s consistent with the obligation to consult and, if applicable, to arrange further meetings with Employees or Union prior to advising outcome of consultation. If an Employer decides the consultation process has finished it shall advise Employees and/or the Union in writing why, and prior to advising an outcome.

- d. The parties will consult on matters covered by this clause without unnecessary delay. Where a party believes that a delay in consultation is unreasonable, the matter may be referred to Fair Work Commission for determination.

### 30.4 Change Impact Statement (Step 1)

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

- a. the details of proposed change;
- b. the reasons for the proposed change;
- c. an assessment of how the proposed change will impact on the workload of Employees including occupational health and safety matters.
- d. the expected benefit of the change;
- e. measures the Employer is considering that may mitigate or avert the effects of the proposed change;
- f. if relevant to the proposed change, the existing and proposed position descriptions, including new roles, those of the Affected Employees or managers where reporting lines change;
- g. the right of an Affected Employee to have a representative including a Union 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.
- i. the expected timing of the proposed change.

- j. the rationale for and details of any proposed redundancy including the number and categories of Employees likely to be affected.
- k. an assessment of the impacts on quality standards and service outputs.
- l. Any concerns by an Affected Employee or their representative regarding whether the Change Impact Statement complies with 30.4 will be raised as soon as practicable and where possible before step 2.

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

Following receipt of the Change Impact Statement, Affected Employees and / or the Union may respond in writing to any matter arising from the proposed change.

### **30.6 Meetings (step 3)**

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

### **30.7 Employer response (step 4)**

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

### **30.8 Alternative proposal (step 5)**

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

### **30.9 Outcome of Consultation (step 6)**

The Employer will give prompt and genuine consideration to matters arising from Consultation, including an alternative proposal submitted under sub-clause 30.8 and will advise the Affected Employees, the Union and other nominated representatives (if any) in writing of the outcome of Consultation including:

- a. whether the Employer intends to proceed with the change proposal;
- b. any amendment to the change proposal arising from Consultation;
- c. details of any measures to mitigate or avert the effect of the changes on Affected Employees;
- d. a summary of how matters that have been raised by Affected Employees, the Union and their representatives including any alternative proposal, have been taken into account; and
- e. implementation strategy and proposed timeframes of any proposed change.

### **30.10 Implementation of change**

Consultation required by this clause must be completed before the employer implements, or begins to implement, any proposed workplace change.

### 30.11 Consultation disputes

Any dispute regarding the obligations under this clause will be dealt under the Dispute Settling Procedure at clause 11 of this Agreement.

### 30.12 Technological Change – Additional requirements

- a. When the Employer instructs or commissions Employees (including Employees not covered by this Agreement), consultants or suppliers or any other persons to carry out an investigation of the feasibility of technological change or technological changes arising from organisational change, or personally commences such an investigation, the Employer shall notify in writing:
  - (i) the Union covered by this Agreement; and
  - (ii) in any case where the Employer is able to identify the Employee(s) who may be materially affected in their employment by the change, those Employees,  
  
that the investigation is being undertaken, and specify the Employer's principal objective or objectives of such investigation.
- b. The Employer shall provide a copy of any report compiled to Employees affected and the Union at the conclusion of an investigation or feasibility investigation.
- c. During the course of any feasibility investigation, the Employer shall:
  - (i) keep the Employees and Union who have been notified pursuant to this clause informed; and
  - (ii) when requested in writing by such Employees or the Union to do so, consult with them about any change being considered, any material effect which might ensue and alternative proposals which might eliminate or lessen such effects.

## 30A. Consultation about changes to rosters or hours of work

*This clause 30A applies where a change to regular rosters or ordinary hours of work (which may impact upon an Employee, particularly in relation to their family and caring responsibilities) does not constitute 'Major Change' in accordance with subclause 30.2c.*

- a. Where an Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with the Employee or Employees affected and their Union or representatives, if any, about the proposed change.
- b. The Employer must:
  - (i) consider health and safety impacts including workload and fatigue;
  - (ii) provide to the Employee or Employees affected and their Union or representatives, if any, information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work, workload and when that change is proposed to commence);
  - (iii) invite the Employee or Employees affected and their Union or representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and

- (iv) give consideration to any views about the impact of the proposed change that is given by the Employee or Employees concerned and/or their representatives.
- c. The requirement to consult under this clause does not apply where an Employee has irregular, sporadic, unpredictable working hours or self-rostering.
- d. These provisions are to be read in conjunction with the terms of the engagement between the Employer and Employee, other Agreement provisions concerning the scheduling of work and notice requirements.

## 31 Notice of Termination

### 31.1 Notice Of Termination By Employer

- a. In order to terminate the employment of an Employee the Employer must give to the Employee 4 weeks' notice of termination.
- b. In addition to the notice in 31.1a, Employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service, are entitled to an additional week's notice.
- c. Payment in lieu of the prescribed notice in 31.1a and 31.1b must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the Employee working part of the required period of notice and by the Employer making payment for the remainder of the period of notice.
- d. The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the Employee's employment had continued until the end of the required period of notice, the Employer would have become liable to pay to the Employee because of the employment continuing during that period. That total must be calculated on the basis of:
  - (i) the Employee's ordinary hours of work (even if not standard hours); and
  - (ii) the amounts ordinarily payable to the Employee in respect of those hours including (for example) allowances, loading and penalties; and any other amounts payable under the Employee's contract of employment.
- e. The Period Of Notice in this clause does not apply:
  - (i) in the case of dismissal for serious misconduct;
  - (ii) to Employees engaged for a specific period of time or for a specific task or tasks;
  - (iii) to Casual and Locum Employees;
- f. Continuous Service is defined in clause 67 (Long Service Leave).

### 31.2 Notice Of Termination By An Employee

- a. The notice of termination required to be given by an Employee is the same as that required of an employer, save and except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned.

- b. If an Employee fails to give the notice specified in clause 31.2a the Employer has the right to withhold monies due to the Employee to a maximum amount equal to the amount the Employee would have received under clause 31.1d.

### 31.3 Job Search Entitlement

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

## 32 Redundancy and Associated Entitlements

### 32.1 Arrangement

This clause is arranged as follows:

- a. Arrangement (subclause 32.1),
- b. Definitions (subclause 32.2),
- c. Redeployment (subclause 32.3),
- d. Support to Affected Employees (subclause 32.4),
- e. Salary maintenance (subclause 32.4b),
- f. Relocation (subclause 32.5);
- g. Employment terminates due to Redundancy (Termination) (subclause 32.6); and
- h. Exception to application of Victorian Government's policy with respect to severance pay (subclause 36.7).

### 32.2 Definitions

- a. **Affected Employee** for this clause 32.2 means an Employee who is **proposed to be made** redundant or who as a result of a process under this clause agrees to relocate from their Base Employment Campus and that relocation to the alternative campus is in excess of a reasonable distance.
- b. **Base Employment Campus** means a Campus of the Employer at which the Employee ordinarily starts and finishes work.
- c. **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:
    - (A) in the same professional discipline as that of the Affected Employee's former position;
    - (B) other professional discipline acceptable to the Affected Employee; or
    - (C) a position that with the reasonable support described at subclause 32.3c, the Affected Employee could undertake;
  - (iii) is the same grade as the Affected Employee's redundant position; and



- (iv) takes into account the number of ordinary hours and roster normally worked by the Affected Employee; and
  - (v) is a Reasonable Distance from the Affected Employee's current work location; and
  - (vi) takes the Affected Employee's personal circumstances, including family responsibilities, into account; and
  - (vii) takes account of health and safety considerations; and
  - (viii) the Affected Employee has the necessary skills and experience to undertake to a minimum satisfactory standard, or could do so with appropriate training/retraining; or
  - (ix) is a comparable role and has terms and conditions that are alike to those of the Affected Employee's current role.
- d. **Consultation** is as defined at clause 30 (Consultation) of this Agreement.
- e. **Continuity of Service** for the purposes of this subclause (including subclause 32.7 (a) (ii)) means that the service of the Employee is treated as unbroken and that the cap on the transfer of personal leave at subclause 64.3c does not apply even where an Employer pays out accrued annual leave or long service leave upon termination in accordance with this Agreement.
- f. Calculation of continuous service shall be the same as for Long Service Leave under this Agreement.
- g. **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.
- h. **Redeployment period** means a period of 13 weeks from the time the Employer notifies the Affected Employee in writing that consultation under clause 32.3b is complete and that the redeployment period has begun.
- i. **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.
- j. **Relocation** means an Affected Employee required to move to a different Base Employment Campus on either a temporary or permanent basis.
- k. **Salary maintenance** means an amount representing the difference between what the Affected Employee was normally paid (including higher qualification allowance) prior to the Affected Employee's role being made redundant and the amount paid in the Affected Employee's new role following redeployment. 'Normally paid' means an Affected Employee's current rate of pay including Higher Qualifications and any allowances and penalties (excluding overtime) averaged for the preceding 12 months worked, or the Affected Employee's pay at the time of their role being made redundant, whichever is the greater.

### 32.3 Redeployment

- a. An Affected Employee whose role will be redundant will be considered for redeployment during the redeployment period.
- b. Employee to be advised in writing  
he 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 32.3c below, and
  - (iv) the Affected Employee's rights and obligations.
- c. Employer obligations
- The Employer will:
- (i) make every effort to redeploy the Affected Employee to a Comparable Role in terms of classification, grade and income, hours/roster and location, including appointing a case manager to provide the Affected Employee with support and assistance; and
  - (ii) take into account the personal circumstances of the Affected Employee, including family commitments and responsibilities, medical restrictions limiting duties; and
  - (iii) where the Employer is creating a new role/s substantially similar to the Affected Employee's redundant role; give priority to the redeployment of Affected Employees to the new position/s before considering applicants that are not Affected Employees.
- Example: The Employer needs fewer Employees to do particular work and roles are being restructured to take this into account. The Employer will consider the Affected Employees for the new roles before other applicants.
- d. Employee obligations
- The Employee must actively participate in the redeployment process.
- e. Determining if a position is a Comparable Role
- In the event a dispute arises in relation to whether or not a position is a Comparable Role, discussion between the Employer and the Employee or the Employee's representative will be held to try and resolve the dispute.
- f. Rejecting a comparable role
- (i) Where an Affected Employee rejects an offer of redeployment to a comparable role (as defined), the Affected Employee may be ineligible for a departure package referred to at subclause 32.6d.
  - (ii) In such cases the Employer and the Employee or the Employee's representative shall discuss the Affected Employee's decision before the Employer decides its response.
- g. Temporary alternative duties
- An Affected Employee awaiting redeployment may agree to transfer to temporary alternative duties within the same campus, or where part of the Employee's existing employment conditions, another campus. Such temporary duties will be in accordance with the Affected Employee's skills, experience, clinical area and profession and will be paid at the Affected Employee's current rate of pay.
- h. Support for redeployment
- For an available role to be considered a comparable role, the Employer must provide the reasonable support necessary for the Affected Employee to perform the role which may include:

- (i) training relevant to the clinical area or environment of the role into which the Affected Employee is to be redeployed;
  - (ii) a defined period of up to 12 weeks in which the Affected Employee works in a supernumerary capacity;
  - (iii) support from educational staff in the clinical environment;
  - (iv) a review at 12 weeks or earlier to determine what, if any, further training is required.
- i. Where no redeployment available
- If at any time during the redeployment period it is agreed that it is unlikely that the Affected Employee will be successfully redeployed, or the Employee elects to discontinue the redeployment process, the Affected Employee may accept a redundancy package. Where this occurs, the Affected Employee will be entitled to an additional payment of the lesser of 13 weeks or the remaining redeployment period.
- j. Non-Comparable Role
- (i) An Affected Employee may agree to be redeployed to a role that is not a Comparable Role.

### **32.4 Support to Affected Employees**

- a. The Employer will provide Affected Employees whose position has been declared redundant with support and assistance which will include, where relevant:
- (i) counselling and support services;
  - (ii) retraining,
  - (iii) preparation of job applications;
  - (iv) interview coaching;
  - (v) time off to attend job interviews; and
  - (vi) funding of independent financial advice for Employees eligible to receive a separation package.
- Other assistance may include, but is not limited to, career planning.
- b. Salary Maintenance
- (i) Entitlement to salary maintenance
  - (ii) 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:
    - (A) is a lower grade; or
    - (B) involves working fewer hours; and/or
    - (C) removes or reduces penalties, loadings and the like.
  - (iii) An Affected Employee will have their salary maintenance payment paid as a fortnightly allowance, or as otherwise agreed.
- c. 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.
- d. Preservation of accrued leave
- An Affected Employee entitled to salary maintenance will have:
- (i) their long service leave and annual leave accruals preserved before redeployment. Specifically, the value of the leave immediately prior to redeployment will not be reduced as a result of redeployment; and
  - (ii) their personal leave preserved in hours.

### **32.5 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 require an Employee to change their Base Employment Campus either temporarily (if agreed under subclause 32.3g) or permanently the Employer will advise the Affected Employee in writing of the decision, the proposed timing of the relocation and any other alternatives available to the Affected Employee. In addition, the Employer will:
- (i) ensure the relocation is a Reasonable Distance, unless otherwise agreed;
  - (ii) ensure that the Affected Employee is provided with information on the new location's amenities, layout and local operations prior to the relocation, and
  - (iii) Consult with the Union 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 Employer will pay the Affected Employee a relocation allowance up to \$1900.00 based on the written estimate of the Affected Employee referred to at subclause 32.5c where the Employer accepts that estimate represents the additional cost to the Affected Employee. The allowance shall be 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 11 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 save for a situation where because of the change the Employee has additional travelling beyond the existing conditions which will attract a reasonable pro rata relocation payment.

f. Fixed term Employees not excluded

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

### **32.6 Redundancy (Termination)**

- a. The Victorian Government's policy with respect to public sector redundancy and the entitlements (including pay) upon termination of employment as a result of redundancy are set out in the Public Sector Industrial 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.
- b. Redundancy will be used as a last resort. Employers will consider options of redeployment, relocation or other alternatives to mitigate redundancies as preferred options to making an Employee redundant.
- c. Where applicable Expressions of interest for voluntary departure will be pursued from non-affected Employees to facilitate redeployment of affected Employees.
- d. Where a position has been declared redundant and a Comparable Role is not available to redeploy the Affected Employee to, they or an Employee who has made an expression of interest in a departure package, shall be offered a departure package. The departure package shall be either a Voluntary Departure Package or a Targeted Separation Package as defined in The Victorian Government's policy.

### **32.7 Exception to application of Victorian Government's policy with respect to severance pay**

- a. Where the Affected Employee's Employer secures a comparable role (as defined) with another Employer covered by this Agreement, which:
  - (i) is within a Reasonable Distance of the work site of the redundant position; and
  - (ii) provides continuity of service; and
  - (iii) where the comparable role results in a loss of income, salary maintenance at subclause 32.4b will apply; and
  - (iv) 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.
- b. Where the Employee is a member of a defined benefit superannuation fund and has accepted a Targeted Separation Package, the Health Service shall notify the fund that the service of the Employee has been compulsorily terminated on account of retrenchment.
- c. Additional consultation, redundancy and associated entitlements provisions relating to Employees of some Employers are contained in Schedule 8 and Schedule 12 of this Agreement.



## **PART 5: WORKFORCE MANAGEMENT**

### **33 Workload**

- a. The Employer acknowledges the benefits to both the organisation and individual Employees gained through Employees having a balance between both their professional and family life.
- b. The Employer further recognises that the allocation of work must include consideration of the Employee's hours of work, health, safety and welfare.
- c. Work will be allocated so that an Employee does not work routinely beyond their ordinary hours of work to complete their duties, and the allocation of work does not require:
  - (i) Working before or after rostered ordinary hours;
  - (ii) Working through meal or rest breaks; or
  - (iii) Undertaking work at home which is not part of an agreed work from home arrangement.
- d. Subject to the provisions of this Agreement, all worked performed by an Employee including time in addition to their ordinary rostered hours, shall be paid.
- e. In the event that particular workload or staffing issues are identified at individual health care facilities or services the Employer agrees to consult with Employees and their nominated representatives in relation to such matters.
- f. To inform the consultation the employer will provide relevant information that will provide clarification of the workload or staffing issues. Information that could be relevant is outlined at clause 17.10.

### **33.2 Staffing**

The employer will ensure that it is sufficiently staffed and resourced so as to enable each Employee to:

- a. perform all aspects of their role/position during their ordinary hours;
- b. take rest intervals and meal breaks provided by this Agreement; and
- c. take leave provided for by this Agreement.

### **33.3 Allocation of work**

- a. The Employer will allocate work to each Employee so that they can perform all aspects of their duties during their ordinary hours of work, including but not limited to:
  - (i) clinical duties;
  - (ii) administrative and clerical duties;
  - (iii) managerial/supervisory duties;
  - (iv) educational duties;
  - (v) attending meetings; and
  - (vi) for Psychologists, clinical supervision.
- b. The reference to "all aspects of their duties during their ordinary hours" in 33.3(a) excludes unpaid work such as (but not limited to):

- (i) additional time worked before or after rostered ordinary hours;
- (ii) working through meal or rest breaks;
- (iii) undertaking work at home which is not part of an agreed work from home arrangement.

### 33.4 Pharmacist Staffing Levels

- a. In setting Pharmacist staffing and workload levels the Employer will have regard to the Victorian Pharmacy Authority's guidelines with respect to the standards of the Society of Hospital Pharmacists – Staffing Levels and Structures for the Provision of Pharmacy Services (SHPA ratios). See attached in Schedule 16.
- b. SHPA ratios are an agreed goal of Employers and the HSU, and action will be taken during this Agreement to commence the process of having SHPA ratios applied across Victorian public pharmacy services as soon as possible.

### 33.5 Dispute Settlement

In the event of a dispute arising over the provisions of this clause, either party may choose to have the dispute resolved pursuant to the provisions of clause 11 – Dispute Settling Procedures or clause 12 – Independent Disputes Resolution Procedure.

### 33.6 Information – Workplace Implementation and Compliance Committee

The matters in this clause are directly relevant to workload and the Employer will provide information to the Workplace Implementation and Compliance Committee as required by subclause 17.10 of this Agreement.

## 34 Planned and Unplanned Absences

### 34.1 Purpose

In order to maintain safe staffing and workload levels and appropriate clinical standards, the Employer will Backfill an Absence or, where that is not possible, prioritise work in accordance with this clause.

### 34.2 Definitions

In this clause 34:

- a. **Backfill** means the replacement of an absent Employee at the same classification and time fraction or, where the replacement Employee is classified at a higher grade than the absent Employee, the replacement Employee's higher rate.
- b. **Absence** includes any type of leave approved by the Employer or WorkCover, either separately or in combination.
- c. **Planned Absence** is any Absence of an Employee where it is known in advance it will be for two (2) or more calendar weeks.
- d. **Unplanned Absence** is any Absence of an Employee, where:
  - (i) In the case of a shift worker or rostered weekend worker under clause 34.4, the Absence was not known in advance, or
  - (ii) In the case of all other Employees under clause 34.5, it was not known in advance it would be for two (2) or more calendar weeks.



- (iii) Examples of an Unplanned Absence may include personal leave, resignation or termination of employment resulting in a vacancy or late approved leave.

### **34.3 Replacement of staff on Planned Absence**

- a. The Employer will Backfill a Planned Absence from the first day of the absence except as provided at 34.3b below.
- b. Where, despite best endeavours, the Employer is unable to Backfill a period of leave because a suitably experienced and qualified Employee is unavailable, the work will be prioritised under clause 34.7 below.

### **34.4 Unplanned Absences – shift workers and rostered weekend workers**

Where a shift worker or rostered weekend worker is on an unplanned absence, the Employer will backfill the absent Employee for the duration of the absence save that:

- a. An Employee who is rostered on-call will not be recalled to fill an unplanned absence unless:
  - (i) the absence is advised after 4.00pm on the day preceding the absence; and
  - (ii) another replacement Employee is not available.
- b. Where:
  - (i) an unplanned absence is known by the Employer by 4.00pm on the day preceding the absence, and
  - (ii) the absence remains unfilled after all endeavours to replace the absent Employee have been exhausted,the rostered on-call person can be recalled to fill the absence as a matter of last resort.

### **34.5 Unplanned Absences - All other Employees**

- a. The Employer will Backfill an Unplanned Absence of two weeks or more.
- b. Where, despite best endeavours, the Employer is unable to Backfill a period of leave because a suitably experienced and qualified Employee is unavailable, the work will be prioritised under clause 34.7 below.

### **34.6 Backfill with existing staff where reasonable**

The Employer will Backfill by offering existing part time staff and, where necessary, casual staff (which may include bank staff) additional shifts in the first instance.

### **34.7 Non-backfilled absences – Work prioritisation**

- a. Where either a Planned or Unplanned Absence is not Backfilled, the Employer will immediately prioritise work to ensure:
  - (i) workloads for other Employees who may be asked to perform the duties of the absent Employee are adjusted by reducing their usual duties; or
  - (ii) the work of the absent Employee is not required to be undertaken by any Employee;
  - (iii) other Employees will not unreasonably be required to work overtime to complete their own work and the work of the absent Employee.

- b. Prioritised work arrangements made under subclause 34.7a shall be provided in writing to Employees in the service/department of the absent Employee and available for inspection by the Union upon request.
- c. If overtime is worked, the provisions of clause 59 – Overtime will apply.
- d. Employers will employ adequate relief Employees or obtain an appropriate replacement scientist or pharmacist from the Public Health Sector Relief Bank or equivalent (see 34.9 below).
- e. An absent Employee will, on return to work, receive appropriate support to enable them to complete work not done in their absence and is still required to be done.

### **34.8 Relevant Information**

- a. The matters in this clause are directly relevant to workload and the Employer will provide information to the Workplace Implementation and Compliance Committee as required by subclause 17.10 of this Agreement
- b. In the event that a WICC has not been established and there is a dispute with respect to this clause, the Employer will provide relevant information that will provide clarification of the workload or staffing issues. Information that could be relevant is outlined at clause 17.10c.

### **34.9 Banks**

- a. Employers recognise adequate relief staff may be needed, or appropriate staff from public health sector relief bank/s utilised, in the event they are established, to backfill positions in accordance with this clause, other than in circumstances where existing staff (part-time and casual) are offered and accept additional hours/shifts for this purpose.
- b. Employers and the Union will discuss arrangements for building increased relief staff size, which could include sector-wide or internal relief bank/s.

### **34.10 Dispute Settlement**

In the event of a dispute arising over the provisions of this clause, either party may choose to have the dispute resolved under clause 11 – Disputes Settling Procedure.

## **35 Advertising and Filling Vacancies**

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

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

- a. Immediately once it is known that a position will become vacant, the responsible manager/supervisor will commence the appropriate action to advertise the vacant position.
- b. In relation to a above, the vacant position will be advertised as quickly as possible after the Employer becomes aware the position will or has become vacant.
- c. The vacant position will be advertised and offered at the employment status, classification grade level and time fraction (as a minimum) of the Employee who vacated the position.
- d. During any period between a position becoming vacant and the position being filled, the Employer will be either:
  - (i) Backfill the vacant position in accordance with clause 34; or

- (ii) Prioritise work in the area the vacancy has occurred to ensure the work that was done by the Employee who has left is not required to be undertaken by any other staff member/s; or
- (iii) Prioritise work in the area the vacancy has arisen to ensure workloads of staff members/s who may be asked to perform the priority duties of the vacant position are adjusted by reducing their normal duties.

35.3 Where an Employer elects to make changes to the vacant position, the Employer shall enter into immediate consultation in accordance with clause 30.

## 36 Exposure to Hazardous Substances

Any Employee exposed to toxic agents or radiation or any other hazardous substance in the course of their employment shall be entitled to a blood count and/or relevant tests and treatment provided free of charge as often as is considered necessary by the Employee's treating doctor.

## 37 Health and Safety, Rehabilitation and Workcover

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

- a. Schedule 4 Alfred Health
- b. Schedule 8 Royal Women's Hospital
- c. Schedule 9 Royal Children's Hospital
- d. Schedule 10 St. Vincent's Health

## 38 Prevention and Management of Workplace Bullying

### 38.1 Purpose

This clause concerns the prevention and management of Workplace Bullying and requires Employers to take actions consistent with their obligations under the OHS Act. Workplace Bullying is an occupational health and safety risk.

### 38.2 Definitions

Workplace Bullying is where:

- a. an individual or group of individuals repeatedly behaves unreasonably towards a worker or a group of workers at work; and,
- b. the behaviour creates a risk to health and safety.

### 38.3 Prevention - General

- a. Employers have a duty under the OHS Act to provide and maintain, so far as is reasonably practicable, a working environment that is safe and without risks to health.
- b. Employer obligations include:
  - (i) providing and maintaining systems of work that are, so far as is reasonably practicable, safe and without risks to health;
  - (ii) consulting with Employees who are or who are likely to be directly affected by a health and safety matter.

- c. Prevention is the key to providing a safe working environment.

### **38.4 Prevention - Policy**

- a. Each Employer will have a workplace policy and procedure for workplace bullying.
- b. A workplace policy should state:
  - (i) a commitment to providing Employees with a healthy and safe working environment;
  - (ii) the standard of behaviour expected of all Employees, including examples of what is and what is not workplace bullying;
  - (iii) how the policy applies in connection with work and work-related events and activities;
  - (iv) that the policy covers all communication, including text messages, email and social media;
  - (v) how and where Employees can report allegations of Workplace Bullying;
  - (vi) that reports of Workplace Bullying will be taken seriously and the Employer will respond impartially and confidentially;
  - (vii) what can happen if the policy is not followed;
  - (viii) how the Employer will respond to allegations of Workplace Bullying that have been reported;
  - (ix) how reports will be investigated; and
  - (x) where to get more information.

### **38.5 Managing Workplace Bullying – General Principles**

Where it is necessary to conduct an investigation regarding potential Workplace Bullying, the following principles will apply:

- a. The Employee who is the subject of the concern will be provided with natural justice including but not limited to:
  - (i) The Employee is informed of the specific allegations against them in writing;
  - (ii) the process to be followed is explained to the Employee;
  - (iii) the Employee is informed that they may be represented by their Union representative, or other advocate, at each stage of the process;
  - (iv) the Employee is informed of the purpose of any meetings that may be held;
  - (v) the Employee is provided with an opportunity to respond via documentation, an interview or a combination of both; and
  - (vi) the investigator and, in turn, the decision-maker, must act in good faith and without bias.
- b. To act without bias:

- (i) means the person conducting the investigation has no preconceived opinions, vested interests or prior personal involvement in the matter; and
  - (ii) does not necessarily mean excluding a person from the same organisation as the Employee from conducting an investigation or making a decision.
- c. The Employer shall provide an unredacted report to the Employees and their representative/s, including the Union where relevant, upon request.

### **38.6 Where an external investigator is appointed**

- a. Where the Employer decides to appoint an external investigator, the Employer shall either:
- (i) Select an investigator from the DH 'preferred provider' list, or
  - (ii) Appoint an investigator following timely consultation with the representative of the Employee parties, including the Union, where relevant. The Employer may appoint an investigator without consultation where no response is received from the Union within 5 days following the Union being notified.
- b. Consultation in this clause 38.6 has its ordinary meaning and does not refer to consultation as set out at clause 30 and shall be conducted efficiently having regard for the health and safety of the Employees.

### **38.7 More information**

Further information about workplace bullying and principles to manage and resolve bullying matters can be found at:

- a. [www.worksafe.vic.gov.au/bullying-workplace](http://www.worksafe.vic.gov.au/bullying-workplace)
- b. Victorian Public Sector Standards Commissioner's Guide – Managing Poor Behaviour in the Workplace.

## **PART 6: CLASSIFICATION, SALARIES AND HIGHER QUALIFICATION ALLOWANCES**

### **39 Management Higher Qualifications Allowances**

Where an employee has a Master of Business Administration, Master of Leadership, Master of Education, Master of Law (including a specialisation), or Master of Public Health Administration higher qualification, which is relevant to their role, they shall be paid the sum of 7.5% of the base rate as defined.

### **40 Audiologists**

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

### **41 Clinical Perfusionists**

- a. For Clinical Perfusionist classification definitions and Higher Qualification Allowances see Schedule 3, clause 2.
- b. Clinical Perfusionists employed by the Royal Children's Hospital:
  - (i) will be covered by Schedule 9 to this Agreement;
  - (ii) will not be covered by Schedule 8 to this Agreement, save for clause 7.4 (Consultative Process) of that Schedule; and
  - (iii) will not be covered by clauses 55 (Hours of Work), 57 (Rosters), 59 (Overtime), 60 (On Call/Recall), 56 (Shift Work), 80 (Public Holidays), 86 (Travelling Transport and Fares), 91 (Child Care Costs) and 61.10 (Annual Leave Loading) of this Agreement.

### **42 Dietitians**

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

### **43 Genetic Counsellors**

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

### **44 Medical Physicists**

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

See Schedule 3, clause 5.12 for the Medical Physicist Supervision Allowance.

## 45 Medical scientists Merit Reclassification Guidelines

### 45.1 Guidelines for merit reclassification of Medical Scientists

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

- a. Merit reclassification provisions do not take into account supervisory roles, management functions, or responsibilities of Scientists which are covered under the specific weighing factors formula.
- b. Scientists employed in clinical diagnostic laboratories, with limited opportunities to pursue research and development work, are not excluded from career advancement on the basis of merit.
- c. A reclassification on merit is a personal classification, based on the personal skills, attributes and capacities of the individual irrespective of organisational structure.
- d. Scientists who are re-classified under this clause will be expected to continue to exercise the particular capabilities, skills and responsibilities which may have been the basis of their reclassification.
- e. The Employer may provide an Employee with duties commensurate with the identified abilities and competencies in the relevant merit review classification level descriptors.

### 45.2 Scientist Grade 2

- a. Is a Scientist appointed to this grade, and/or who is employed on work which requires special knowledge or depth of experience, and/or requires the application of a level of performance worthy of additional remuneration.
- b. Experienced Scientists who can perform, without direct supervision, a wide range of diagnostic tests or procedures, and or work which requires specialised knowledge.
- c. At this level, Scientists are required to have achieved a high level of performance and to have shown a commitment to further professional development.
- d. To satisfy these requirements, Scientists must comply with at least four of the following criteria:
  - (i) demonstrated experience and competence in the performance and understanding of a wide range of diagnostic tests or procedures or of complex and specialised tests;
  - (ii) demonstrated ability in giving professional advice within and outside the laboratory on appropriate scientific and clinical matters;
  - (iii) participation in laboratory programmes for training of undergraduates and graduate scientific staff;
  - (iv) demonstrated ability to initiate and develop new diagnostic or research procedures applicable in their laboratory environment;
  - (v) demonstrated ability to critically assess and evaluate new equipment, instruments or products relevant to the diagnostic work of their laboratory;
  - (vi) a recognised role in a development or research project approved by the employing institution. The significance of their role will be

demonstrated by their presentation of results at scientific meetings or by publications in scientific journals;

- (vii) being enrolled for a Membership of the Australian Association of Clinical Biochemists (MAACB), Diploma of Bacteriology, Master Science (M.Sc.), Master Applied Science (M. App. Sc.), Member of the Australian Institute of Physics (MAIP), Fellowship of the Human Genetics Society of Australia (FHGSA), Fellowship of the Medical Laboratory Scientist, Graduate Diploma in Health Administration, Doctor of Science,(D.Sc.), Doctor of Philosophy (Ph.D.), Fellowship of the Australian Institute of Medical Science (FAIMS), Member of Human Genetics Society of Australia MHGSA, Graduate Diploma Biostatistics, Graduate Diploma Epidemiology, Master of Applied Epidemiology, MPH, Master of Epidemiology or any other recognised equivalent Degree or Diploma relevant to medical sciences from a tertiary institution pursuant to clause of this Agreement where they have passed some subjects or where they, in the opinion of their academic supervisors, have made satisfactory progress for the success of the scientific thesis.

### 45.3 Scientist Grade 3

- a. Is a Scientist appointed to this grade and/or who has been qualified (as defined) for at least eight years and is engaged on specialised scientific work or work of a research or developmental nature.
- b. Widely experienced Scientists with sound knowledge and skills relating to an extensive range of diagnostic tests or procedures, and/or work of a specialised nature. At this level, Scientists may validate test results or be engaged in work of a research or developmental nature and are expected to have achieved a high level of professional development.
- c. To satisfy these requirements Scientists must:
- (i) would normally have a minimum of eight years professional experience;
  - (ii) have satisfied at least four of the merit criteria for Scientist grade 2.
  - (iii) Other factors to be taken into consideration are:
  - (iv) demonstrated experience and expertise in the direct performance and interpretation of a wide range of diagnostic procedures and/or in the evaluation, operation and maintenance of complex equipment and instruments;
  - (v) demonstrated commitment to professional development. Elements which will be taken into consideration include, inter alia:
    - (A) regular participation in meetings of professional organisations;
    - (B) membership of professional committees;
    - (C) teaching activities.
  - (vi) academic development achieved. The following qualifications will be considered:



- (A) Membership of the Australian Association of Clinical Biochemists (MAACB), Diploma of Bacteriology, Master of Science (M.Sc.), Master of Applied Science (M.App.Sc.), Membership of the Australian Institute of Physics (MAIP), Fellow of the Human Genetics Society of Australia (FHGSA), Graduate Diploma in Health Administration, Doctor of Science (D.Sc.), Doctor of Philosophy (Ph.D.), Fellow of the Australian Association of Clinical Biochemists (FAACB), Fellow of the Australian Institute of Medical Scientists (FAIMS), Fellow of the Australian Institute of Physics (FAIP), Fellow of the Institute of Medical Laboratory Scientists (FIMLS), Member of the Royal College of Pathologists, Graduate Diploma Epidemiology, Graduate Diploma Biostatistics, Member of the Human Genetics Society of Australia (MHGSA), Master of Applied Epidemiology, Master of Public Health (MPH), Master of Epidemiology or any other recognised equivalent Degree or Diploma relevant to medical sciences from a tertiary institution pursuant to Schedule 3, clause 6.14 of this Agreement;
  - (B) publications in which the applicant is a major contributor;
  - (C) presentations at scientific meetings relevant to medical sciences;
  - (D) academic appointments.
- (vii) demonstrated experience in:
- (A) maintaining laboratory statistics;
  - (B) formulating and maintaining programmes for the development and cost containment of the laboratory's work;
  - (C) making budgetary submissions for their area.

#### **45.4 Scientist Grade 4**

- a. A Scientist appointed as such would normally have at least ten years' experience, utilising advanced and specialised professional knowledge and experience.
- b. Very experienced Scientists with advanced and specialised professional knowledge relating to one or more disciplines of medical science. At this level, Scientists are expected to have made significant contributions to medical science and to be recognised as local experts in a relevant scientific and/or diagnostic speciality or activity.
- c. To satisfy these requirements, scientists must:
  - (i) would normally have a minimum of ten years professional experience;
  - (ii) have satisfied most of the criteria for a scientist grade 3;
  - (iii) have a high standing in the scientific community as assessable on the basis of: qualifications; awards; past appointments; publications; membership of committees and of professional organisations;

consultancies; research grants in which the applicant is the principal or associate investigator; teaching appointments/commitments.

- (iv) Other factors to be taken into consideration are:
- (A) capacity in formulating, initiating and conducting programmes devoted to laboratory organisation, introduction of new procedures in service, development and research; and
  - (B) assessing the value of such programmes in relating to the medical objectives and priorities of the employing Institution.

#### **45.5 Scientist Grade 5**

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

### **46 Medical Scientists Classification Descriptors**

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

### **47 Pharmacists**

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

### **48 Psychologists**

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

### **49 Progression Through Pay Points**

- a. Progression for all classifications for which there is more than one wage point shall be by annual increments on the anniversary of employment including Recognised Prior Service, having regard to the acquisition and utilisation of skills and knowledge through experience in an Employee's practice setting(s) over such period.
- b. Where an Employee moves between Employers, the Employee maintains their pay point and anniversary of employment for the purposes of progression through pay points:
  - (i) Where such Service (including Recognised Prior Service as described at clause 9(y)) was in a grade or sub-grade at least equal or comparable to the grade in which the Employee is, or is about to be employed,  
  
subject to the allowable period of absence in clause 67 (Long Service Leave).

## 50 Overlapping Pay Points Between Grades

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

## 51 Salaries and Allowances

### 51.1 Salaries

- a. Each Employee is to be paid in accordance with the salary scale set out in Schedule 2 for the relevant classification and grade corresponding with the work undertaken by the Employee.
- b. The salaries and allowances payable to Employees as set out in Schedule 2 have been adjusted by the following increases payable and to apply from the first pay period on or after (FFPPOA) 1 December 2021.
- c. The parties have agreed to increase the final year increment rate for all classifications by 0.50% and the salary increases at subclause d below are then added to these rates as set out in Schedule 2.
- d. Salaries will be rounded to the nearest 10 cents. Allowances will be rounded to the nearest 5 cents.
- e. These salaries and allowances shall be increased as follows:
  - (i) 2% effective first full pay period on or after (FFPPOA) 1 December 2021;
  - (ii) 2% effective first full pay period on or after (FFPPOA) 1 December 2022;
  - (iii) 2% effective first full pay period on or after (FFPPOA) 1 December 2023;
  - (iv) 2% effective first full pay period on or after (FFPPOA) 1 December 2024.

### 51.2 Patience in Bargaining Lump Sum Payment - All Classification

All Employees covered by this Agreement will receive a Lump Sum Patience in Bargaining payment of 2% of wages (all earnings) calculated between 1 July 2021 and 30 November 2021.

### 51.3 Annual Skills and Incentive Payment - All classifications except Psychologists

- a. All full-time Employees covered by this Agreement (except Psychology classifications) will receive an Annual Skills and Incentive Payment, as outlined below:
  - (i) \$1,000 on the FFPPOA 1 December 2021;
  - (ii) \$1,000 on the FFPPOA 1 December 2022;
  - (iii) \$1,000 on the FFPPOA 1 December 2023; and
  - (iv) \$1,000 on the FFPPOA 1 December 2024.
- b. The payments will be paid to part-time Employees on a pro-rata basis.
- c. The lump sum payments will not be made to casuals and locums.

#### **51.4 Annual Retention Payment – Psychologists only**

- a. All full-time Employees covered by this Agreement in Psychology classifications will receive an Annual Retention Payment, as outlined below:
  - (i) \$1,500 on the FFPPOA 1 November 2021;
  - (ii) \$1,800 on the FFPPOA 1 November 2022;
  - (iii) \$2,000 on the FFPPOA 1 November 2023; and
  - (iv) \$2,000 on the FFPPOA 1 November 2024.
- b. The payments will be paid to part-time Employees on a pro-rata basis.
- c. The lump sum payments will not be made to casuals and locums.

#### **51.5 Salary Packaging**

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

- a. By written agreement with the Employee, the current salary specified in section A of Schedule 2, may be salary packaged in accordance with the Employer policy on salary packaging.
- b. The Employee shall compensate the Employer from within their salary, for any Fringe Benefits Tax (FBT) incurred as a consequence of any salary packaging arrangement the Employee has entered into.
- c. The Parties agree that in the event that salary packaging ceases to be an advantage to the Employee (including as a result of subsequent changes to FBT legislation), the Employee may elect in writing to convert the amount packaged to salary. Any costs associated with the conversion to salary shall be borne by the Employee and the Employer shall not be liable to make up any benefit lost as a consequence of an Employee's decision to convert to salary.
- d. The Employee shall be responsible for all costs associated with salary packaging arrangements, including the administration costs provided that such administration costs shall be confined to reasonable commercial charges as levied directly by the external salary packaging provider and/or in-house payroll service (as applicable), as varied from time to time.
- e. Where the Employee chooses not to pay any of the costs associated with their salary packaging, the Employer may cease the Employee's salary packaging arrangements.
- f. The Employers recommend that Employees who are considering salary packaging seek independent financial advice. The Employer shall not be held responsible in any way for the cost or outcome of any such advice.
- g. Where an Employee participates in salary packaging through an external salary packaging agency and terminates their employment, the final pay on termination may be delayed due to the reconciliation of their salary packaging account balance.

#### **51.6 Allowances**

- a. Meal Allowance

An Employee shall be paid an allowance:

- (i) when required to work after the usual finishing hour of work beyond one hour (Monday to Friday inclusive) or in the case of shift workers when the overtime work on any shift exceeds one hour. Provided that

where such overtime work exceeds four hours a further meal allowance shall be paid;

- (ii) when recalled to duty outside of usual working hours for a period in excess of two hours (and when the time of such recall coincides with or over-runs Employees normal meal time). and where such overtime exceeds four hours a further meal allowance shall be paid.
- (iii) These allowances are specified in Schedule 2.
- (iv) The meal allowance provisions shall not apply where a meal is supplied at the Employer's expense.

b. Lodging and rent (Pharmacists only)

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

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

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

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

c. Removal Expenses (Psychologists Only)

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

d. Blood Check Allowance

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

## 52 Higher Duties

- a. An Employee who is authorised to assume the duties of another Employee on a higher classification under this Agreement for a period of five or more consecutive working days shall be paid for the period for which he/she assumed such duties, at not less than the minimum rate prescribed for the classification applying to the Employee so relieved.

- b. Where an Employee is temporarily assigned duties of a higher classification for a total period of 12 months (in continuous or broken periods), the Employee will be entitled to move to the next pay point within the salary range for the higher classification.
- c. The Employee will be entitled to remuneration at this pay point in the event she/he is permanently reclassified to the higher level or during any subsequent period/s of temporary assignment to the higher classification until a further entitlement for pay point progression at the higher classification level is achieved.
- d. Higher duties service is not counted if it is beyond five years from the higher duty period.
- e. Provided however that where a Laboratory Manager is appointed in writing to assume the same administrative responsibilities as the Director or Pathologist in charge, for a period exceeding four weeks they shall be paid at the top incremental level for the classification with the addition of 31.5% of that increment.

## 53 Payment of Wages

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

## 54 Superannuation

### 54.1 Superannuation Legislation

- a. The subject of superannuation is dealt with extensively by federal legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- b. This clause is ancillary to and supplements the legislative provisions.
- c. Employer superannuation contributions on behalf of new Employees will be made to the Employee's choice of Fund from the following:
  - (i) HESTA (or successor);
  - (ii) The Employee's preferred fund.
- d. Superannuation contributions will be paid by the Employer into the Employee's preferred Fund. Superannuation contributions will be paid on ordinary time earnings as defined in the Superannuation Guarantee (Administration) Act 1992 (Cth).
- e. An Employee may sacrifice part of their salary as an Employer contribution to superannuation.

- f. Where an Employee sacrifices part of their salary pursuant to clause 54.1e the *Superannuation Guarantee Charge (SGC)* contribution by the Employer will be calculated on the Employee's pre-salary sacrifice rate of pay.
- g. Where pursuant to clause 51.5 (Salary Packaging) of this Agreement, an Employee packages part of their salary, the Employee's SGC contribution shall be calculated on the pre-packaged rate of pay.

## 54.2 Fund

- a. **Fund** for the purpose of this clause shall mean:
  - (i) HESTA, as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto; or
  - (ii) the requirements of the Superannuation Guarantee (Administration) Act 1992.
- b. Each new Employee shall be required to complete a membership application on commencement of employment and the Employer shall forward the completed application to the Fund within 4 weeks of the or commencement of employment.
- c. Where an Employee fails to elect a superannuation fund within 4 weeks of commencing employment the default Fund will be HESTA. Provided that where an Employee is already a member of another Fund, from 1 November 2021 the default Fund will be the stapled default Fund as set out in the *Superannuation Guarantee (Administration) Act 1992* as amended.
- d. Each Employee shall be eligible to receive contributions from the date of commencing employment, notwithstanding the date the membership application prescribed in clause 54.2b was forwarded to the Fund.

## 54.3 Employer Contributions On Behalf Of Each Employee

- a. The Employer shall contribute to the Fund such contributions as required to comply with the *Superannuation Guarantee (Administration) Act 1992* and *Superannuation Guarantee Charge Act 1992* as amended from time to time.
- b. The amount of contributions to the Fund shall be calculated to the nearest ten cents, any fraction below five cents shall be disregarded.
- c. Such contributions shall be made monthly by the last day of the month following, the total of the weekly contribution amounts accruing in the previous month in respect of each Employee.
- d. The Fund and the amount of contributions paid in accordance with this clause and clause 54.1e shall be included in pay advice notices provided by the Employer to each Employee.
- e. Contributions shall continue to be paid in accordance with this clause during any period in respect of which any Employee is entitled to receive accident pay in accordance with clause 90 (Accident Pay).
- f. Contributions shall continue to be paid during any period in respect of which an Employee is on paid Sabbatical Leave under clause 76.
- g. The Employer will also make a superannuation contribution for any period of paid parental leave under clause 69, Parental Leave until 20 December 2021, after which superannuation shall be paid on parental leave (paid and unpaid) as outlined below.

#### **54.4 Superannuation during parental leave – from 21 December 2021**

From 21 December 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 any period of less than 1 week; and
  - (ii) Where, during the period of parental leave (either paid or unpaid), the Employee's rate of pay increases, the Employee's Weekly Parental Leave Super Contribution will be adjusted accordingly from the operative date of the pay increase.

#### **54.5 Employee After Tax Contributions**

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



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

### **55 Hours of Work**

#### **55.1 Ordinary Hours of Work (Full-time)**

- a. The ordinary hours of work shall be 38 hours per week or 76 hours a fortnight.
- b. The ordinary hours shall be 152 hours per four week period, to be worked as 19 shifts each of eight hours duration or by mutual agreement, shifts of not more than ten hours each over four days per week may be worked, provided that the length of any ordinary shift shall not exceed ten hours.
- c. Subject to sub-clause d, the ordinary hours for a week's work for a Pharmacist, student Pharmacist or Pharmacist Intern shall be worked between Monday and Friday.
- d. Effective 1 July 2023, subject to the provisions of Schedule 13 – *Pharmacist Weekend Ordinary Hours Roster*, a Pharmacist, including an Intern and Student Pharmacist, may work ordinary hours on a weekend.
- e. With the exception of time occupied in having meals, the work of each shift shall be continuous.

#### **55.2 Arrangement of hours for seven day shift workers**

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

#### **55.3 Nine day fortnight**

Notwithstanding anything else in this clause, with the agreement of the Employer, a full-time Employee may work nine (9) days within a fortnight with a tenth day as a non-paid day and four rostered days off. Such Employees will not access the ADO provisions outlined in clause 55.4 below and will work longer shifts to allow for the completion of 76 hours in a fortnight. Hours worked in addition to 76 hours per fortnight will be paid as overtime under clause 59.

#### **55.4 Accrued Days Off (ADO)**

- a. An Accrued Day Off (ADO) is to accrue for each full-time Employee in accordance with clause 55.4b below.
- b. Payment for ordinary hours will be for 7 hours 36 minutes each day worked with 24 minutes each day of ordinary duty being accrued towards one paid day off per four week period.
- c. Provided that where shifts are worked over four days in accordance with 55.1b above, local arrangements will be entered into regarding the accrual of ADOs, such that full-time Employees accrue an ADO over a five week cycle.

#### **55.5 ADOs and rosters**

- a. Subject to the provisions of clause 57 – Rosters, there shall be a four week (or five weeks in the case of ten hour shifts) roster drawn up showing the days on which the Employee is to work their ordinary hours and the Employee's accrued days off.

- b. Each Employee shall take their ADO in accordance with the roster.
- c. An Employee's ADO may be changed during the currency of the roster period by agreement between the Employer and Employee. If an ADO is deferred, it shall be taken within the next four week period, unless otherwise agreed. In the absence of agreement, where the day of an ADO is changed by the Employer, clause 57 – Rosters shall apply.
- d. Where possible the ADO shall be taken in conjunction with the normal rostered day(s) off.
- e. Any untaken ADOs shall remain to the credit of the Employee and will be paid out on termination of employment.
- f. Absences on paid leave shall count as time worked for the purposes of accrual of time towards ADOs.
- g. Where an Employee's ADO falls on a public holiday prescribed by this Agreement, the ADO shall be taken in lieu thereof at a time agreed between the Employer and Employee. Such day shall be taken within the same four week cycle where practical.
- h. An Employee may elect, with the consent of the Employer, to take a part ADO.
- i. An Employer shall record ADO arrangements in the Time and Wages Record pursuant to the Act.

#### 55.6 Summer Time

- a. 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 11pm through to 9:30am (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 their 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 11pm through to 9:30am (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 their 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.

- b. Despite the above, for the purpose of calculating accrued days off, Employees will be taken to have worked the standard hours for a night shift in accordance with the roster.

## 56 Shift Work

### 56.1 All Employees

- a. In addition to any other rates prescribed elsewhere in this Agreement, an Employee:
  - (i) whose rostered hours or ordinary duty commence between 5.00 a.m. and 6.30 a.m. shall be paid the **morning shift allowance** in Schedule 2 per rostered period of duty.
  - (ii) whose rostered hours or ordinary duty finish between 6.00 p.m. and midnight shall be paid the **afternoon shift allowance** in Schedule 2 per rostered period of duty.
  - (iii) working on any rostered hours of ordinary duty finishing on the day after commencing duty or commencing after midnight and before 5.00 a.m. shall be paid the **night shift allowance** in Schedule 2 per rostered period of duty.
- b. Provided further that in the case of an Employee who changes from working on one shift to working on another shift, the time of commencement of which differs by four hours or more from that of the first, they shall be paid an amount equal to the **change of shift allowance** in Schedule 2 on the occasion of each such change in addition to any amount payable under the preceding provisions of this clause.
- c. Clause 56.1b above does not apply either where the Employee requests a change to the roster which creates a change of shift as described in 56.1b or where the Employee has 48 hours off duty between successive shifts.
- d. The allowances payable pursuant to this clause shall be calculated to the nearest 5 cents, portions of a cent being disregarded.
- e. Shift Work allowances are set out in Schedule 2.
- f. In the case of Pharmacists, the hours for morning shift allowance shall be those as set out at 56.2 until FFPPOA 1 December 2022 after which they shall be as per this clause 56.1.

### 56.2 Pharmacists

- a. Until the FFPPOA 1 December 2022, in addition to any other rates prescribed in this Agreement, a Pharmacist whose rostered hours of ordinary duty commence between 6.30am and 8.00am shall be paid the **morning shift allowance** in Schedule 2.
- b. Effective from the FFPPOA 1 December 2022, the full terms of 56.1 will apply, save that, in the event that there are local arrangements for a Pharmacist to commence between 6.30am and 8.00am, as provided in clause 56.2a, and the Pharmacist is better off overall under that arrangement then the span and penalty at clause 56.1 would not apply. That is, the local arrangement would continue to apply to that Pharmacist.

### 56.3 Saturday and Sunday Work - All Employees Except Pharmacists

- a. Where Saturday or Sunday duties are required to be carried out in excess of the ordinary week's work, such duties shall be paid for at the rate of double time.
- b. All rostered time of ordinary duty performed on a Saturday or on a Sunday shall be paid for at the rate of time and a half.

- c. If the Saturday or Sunday duty involves duty in excess of the prescribed rostered hours, the excess period shall be paid for at the rate of double time for Saturday and Sunday.
- d. The provisions of this subclause shall not apply to a Scientist - Director or Deputy Director.

#### **56.4 Saturday and Sunday Work – Pharmacists**

- a. Where a Pharmacist Employee is required to work on a Saturday or Sunday they shall be paid at the rate of double time.
- b. Where a Pharmacist performs ordinary hours on a Saturday or Sunday in accordance with clause 55.1(d), the rates at clause 56.3(b) apply.

### **57 Employee Rosters**

#### **57.1 Rosters**

- a. A roster setting out all relevant information including:
  - (i) Employees' normal working hours,
  - (ii) Starting and finishing times,
  - (iii) Times on call, and
  - (iv) Time off duty;shall be posted at least 28 days before it comes into operation in a conspicuous and readily accessible place.
- b. The roster shall not change without at least fourteen days' notice of a change in roster except in the case of sickness or other emergency, subject to subclause 57.2 below.
- c. Nothing in this clause precludes an Employer also issuing the roster or the on-call roster in electronic form.

#### **57.2 Change of Roster**

- a. Where an Employer changes the Employee's roster once set in accordance with subclause 57.1a (other than as excepted in subclause 57.1b) the Change of Roster Allowance will apply in relation to each change as follows:
  - (i) 7 days or less notice;  
The higher Change of Roster allowance as described in Schedule 2.
  - (ii) 8 to 14 days' notice;  
The lower Change of Roster allowance as described in Schedule 2.

#### **57.3 Rostering Principles (Shift Work)**

- a. Employers will ensure that shift work rosters are, as far as possible, fair and equitable given the 24/7 service obligation of the Employer and to have regard to the Employees' family responsibilities, to reduce fatigue, stress and absenteeism.
- b. Safe Work Australia's Guide for Managing the Risk of Fatigue at Work will be used by Employers as a guide in developing safe rosters.
- c. Rostering practices will seek to:
  - (i) Minimise recall and overtime to reduce fatigue and absenteeism.

- (ii) Take into account health and welfare of Employees and any issues or concerns expressed by an Employee in relation to these.
  - (iii) Subject to subclause 57.4 and the Employer's operational requirements, minimise weekend work (including on call and recall).
- d. The provisions of clause 24 (Part Time Employment) and this clause 57 apply to part time Employees.

#### **57.4 Rostering Protocols**

The following protocols will be applied in every roster:

- a. The rostering of two consecutive weekend days will not occur save for:
  - (i) exceptional circumstances, or
  - (ii) as per subclause 57.5 (Roster Exemption Agreement) below.
- b. RDOs shall be rostered on consecutive days at a minimum of once in each fortnight.
- c. There shall be at least one weekend free of duty (including from rostered on-call) in every three week period. Before the weekend free of duty an Employee will not be rostered past 9 pm (9.30 pm for Goulburn Valley Health) on the Friday immediately before the weekend an Employee is rostered to work on one or both days.
- d. Night shifts will be rostered so an Employee works no more than 40 hours in a maximum 5 day period. Night shift will not be rostered in consecutive blocks except in the case of a permanent night shift Employee, who is an Employee who has requested and works permanent night shifts. In this subclause 'Permanently Working' shall mean working for any period in excess of four consecutive weeks.
- e. Shifts will not be rostered to commence before 6.00am on any day following a day of no duty (Leave, RDO, ADO etc.)
- f. Two consecutive RDO/ADO days will be rostered immediately following any period of night duty.

#### **57.5 Rostering Protocols Exemption Agreement**

- a. An Employee may request and an Employer may agree to a roster pattern that is inconsistent with the rostering protocols at subclauses 57.4a and / or 57.4c where:
  - (i) the request is at the initiative of the Employee, providing that Employee has no less than 6 months employment with the Employer;
  - (ii) the changed roster is safe; and
  - (iii) there is a written Rostering Protocols Exemption Agreement in the form prescribed by Schedule 15.
- b. An Employee is entitled to be represented, including by the Union, at any time.
- c. An Employee may unilaterally withdraw from the Roster Exemption Agreement by giving notice to the Employer in writing.
- d. An Employee who withdraws from a Roster Exemption Agreement will revert to a roster without exemptions from the requirements of subclause 57.4a. and 57.5c. The Employer may determine the date of effect of the termination of the Rostering Protocols Exemption Agreement provided that the date may not be more than 28 days after the date of notice by the Employee.

- e. An Employee who has withdrawn from a Roster Exemption Agreement may at any time afterwards request another Rostering Protocols Exemption Agreement.
- f. A Rostering Protocols Exemption Agreement must comply with the provisions of this clause to make any such arrangement compliant with subclause 57.4.
- g. An Employer cannot request or direct an Employee to enter into (or agree) to a Rostering Protocols Exemption Agreement in accordance with this clause.

### **57.6 Rest Breaks Between Rostered Shifts**

- a. The roster or rosters shall be drawn up so as to provide:
  - (i) until the day clause (ii) becomes operational --- at least eight hours off duty between successive ordinary hour shifts, and
  - (ii) from the date of the first roster posted following 4 weeks from the date this Agreement comes into operation --- at least ten hours off duty between successive ordinary hour shifts.

### **57A 10 Hour Break Not Given**

This clause 57A takes effect from the day referred to in clause 57.6(ii).

#### **57A.1 Ordinary shifts without 10 hour break**

Where for urgent operational issues there is not at least ten hours off duty between successive ordinary shifts as required at 57.6(ii), the Employee shall either:

- a. be released from duty without loss of pay until the Employee has had 10 consecutive hours off duty, or
- b. be paid at the rate of double time until released from duty for such rest period, where the Employee is required to work without a 10 hour break on the instructions of the Employer.

**Example:** An Employee finishes ordinary rostered duty at midnight and is rostered to commence their next ordinary hours shift at 8am. Under subclause 62A.1(a), the Employee attends at 10 a.m. and receives two (2) hours ordinary pay for the hours 8.00am to 10.00am plus ordinary time for the balance of the shift. Under subclause 62A.1((b), the Employee is required by the Employer to attend at 8am and is paid at the rate of double time for the entire shift. Where there is not at least ten hours off duty between successive ordinary shifts as required at subclause 57.6a(ii), in deciding what approach to take the Employer must consider the occupational health and safety of the Employee.

### **57B 10 Hour Break Consultation – Transitional**

In the period before clause 57.6a(ii) becomes operational, to support the introduction of rosters with a 10 hour break between ordinary shifts, an Employer may consult with Employees with a view to developing a new roster that:

- c. Includes the 10-hour break,
- d. Is consistent with the Rostering Protocols at 57.4 above,
- e. Is equitable in an overall sense having regard for the overall needs of the Employees including family responsibilities.

## 58 Meal Intervals and Rest intervals

### 58.1 Meal Intervals - All Employees

- a. An Employee will be entitled to an unpaid meal interval of not less than 30 minutes and not more than 60 minutes during each shift.
- b. An Employee will be entitled to an unpaid meal interval of not less than 30 minutes and not more than 60 minutes during each shift save that:
  - (i) the meal interval for pharmacists shall be not less than 45 minutes and not more than 60 minutes unless the pharmacist agrees to a meal break of not less than 30 minutes.
- c. Such meal interval will be designated in writing and shall not be counted as time worked.
- d. An Employee is entitled to meal breaks as provided by this clause and is entitled to be relieved from duty to enable them to take such breaks. For the purposes of this clause the term "duty" shall include the requirement to remain contactable by telephone, pager or mobile phone.
- e. Any Employee who is unable to be relieved of duty to enable them to take a meal break shall be paid for the break as time worked at the ordinary rate plus 50%.

### 58.2 Meal break not taken – escalation

Each Employer will describe, in writing, the steps to be taken where an Employee does not take a scheduled meal break to ensure that:

- a. Wherever possible, the meal break is rescheduled and taken during the shift; and
- b. Consideration is given to what caused the Employee to miss the scheduled meal break and whether any additional action is required to address those causes and eliminate the likelihood of recurrence.

### 58.3 Night Shift Meal Interval

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

### 58.4 Meetings and training

- a. Other than in exceptional circumstances, the Employer shall not require an Employee to attend staff meetings or mandatory training (including professional development training) or undertake other work requirements during the meals breaks specified in clause 58.1.
- b. Where due to exceptional circumstances an Employer requires an Employee to attend a meeting or training, or undertake work requirements during a meal break, the Employee shall be afforded another meal break of equal duration immediately before or after the meeting, or be paid their meal break i.e receive the additional payment for not being relieved of duty provided for in clause 58.1.

### 58.5 Rest Intervals

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

## 59 Overtime

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

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

### 59.2 All Employees

- a. An Employer may require an Employee to work reasonable overtime at overtime rates. An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:
  - (i) any risk to Employee health and safety;
  - (ii) the Employee's personal circumstances including any family responsibilities;
  - (iii) the needs of the workplace or enterprise;
  - (iv) the notice (if any) given by the Employer of the overtime and by the Employee of their intention to refuse it; and
  - (v) any other relevant matter.
- b. When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that Employees have at least ten consecutive hours off duty between the work of successive shifts.
- c. An Employee who works so much overtime between the termination of their previous rostered ordinary hours of duty and the commencement of their next succeeding period of duty such that they would not have had at least ten consecutive hours off duty between those times, shall, subject to this clause be released after completion of such overtime/recall worked until they have had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
- d. If on the instructions of their Employer such an Employee resumes or continues work without having had such ten consecutive hours off duty they shall be paid at the rate of double time until they are released from duty for such rest period and they shall then be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
- e. Subject to clause 59.4, overtime shall be paid wherever work is performed in addition to the full time rostered shift length for that work area. Where full time Employees in a particular work area work 8 hours per shift, overtime will be payable where a part time Employee in that same area works beyond 8 hours in a shift. Where full time Employees work 10 hours per shift, overtime will be payable where a part-time Employee works beyond 10 hours.
- f. Only authorised overtime shall be paid for, and the following rates of overtime shall apply (other than to casual Employees):
  - (i) in excess of the ordinary hours' work on any one day – 150% of the ordinary hourly rate for the first two hours and 200% of the ordinary hourly rate after two hours.
  - (ii) outside a spread of twelve hours from the commencement of the rostered period of duty - 200% of the ordinary hourly rate.



- (iii) except as provided in clause 59.4 overtime shall be paid for and an Employee shall not be allowed to take time off in lieu thereof.
  - (iv) Entitlement to overtime paid on weekends is found in clause 56.3.
- g. For a casual Employee, overtime will be calculated and paid at the rate of:
  - (i) in excess of their ordinary hours of work on any one day – 187.5% for the first two hours and 250% of the ordinary hourly rate for all subsequent hours;
  - (ii) outside a spread of twelve hours from the commencement of the rostered period of duty – 250% of the ordinary hourly rate;
  - (iii) Sunday—250% of the ordinary hourly rate; and
  - (iv) Public Holidays – 312.5% of the ordinary hourly rate.
- h. For the purpose of this clause 59, Ordinary Hourly Rate means 1/38th of the Employee's weekly wage (including Higher Qualifications Allowance which forms part of the Employee's base salary for all purposes, where there is an entitlement), as prescribed in Schedule 2 of this Agreement.
- i. If due to organisational or institutional circumstances, difficulties arise from the requirement in clause 59.2f that overtime will only be paid if the Employee is requested or directed by the Employer to perform overtime work, the Union or the Employer affected may refer the matter to FWC for resolution in accordance with the Disputes Settling Procedures at clause 11 of this Agreement.

### **59.3 Protocol for payment of unauthorised overtime**

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

- a. the Employee has performed overtime due to a demonstrable urgent need and that need could not have been met by some other means;
- b. authorisation of the overtime could not reasonably have been given in advance of the Employee performing the overtime work;
- c. the Employee has claimed for retrospective authorisation of overtime as soon as possible after the overtime was worked and on no occasion later than the completion of that pay fortnight;
- d. the Employee has recorded a reason for working the overtime and the duties performed in the form of an email or note to their manager/supervisor;
- e. a claim for overtime made in accordance with this clause will be reviewed by the Employee's manager/supervisor who is authorised to approve overtime claims within 14 days of a claim being submitted;
- f. if a claim made under this clause is rejected the relevant manager/supervisor will advise the Employee in writing in the 14 day time period referred to in 59.3e, above.

### **59.4 Time Off In Lieu of Payment of Overtime (TOIL)**

- a. By mutual agreement an Employee may elect to take time off at the appropriate penalty rate in lieu of payment at a time mutually agreed between the Employer and the Employee, in which case the time off shall be granted within 28 days of working the overtime, or by mutual agreement, an Employee may elect in lieu of payment of overtime to take time off equivalent to the time worked at ordinary time in conjunction with their annual leave. If the

Employee's employment ends, any outstanding hours will be paid at the appropriate penalty rate.

- b. The Employer cannot direct an Employee to take time in lieu and if circumstances arise so that the Employee cannot take the mutually agreed time in lieu within the 28 day period then payment of the overtime will be made in the next pay period.
- c. Leave loading does not apply to this arrangement.
- d. The provisions of this clause shall not apply to a Scientist - Director or Deputy Director.

## 60 On-Call/Re-Call

### 60.1 On Call Allowance

- a. All employees except Psychologists, Scientist Directors and Deputy Directors
  - (i) An employee who is rostered on call in respect to any 12-hour period or part thereof during the period commencing from the time of finishing ordinary duty on Monday and the termination of ordinary duty on Friday shall be paid the on call allowance in Schedule 2.
  - (ii) In respect to any 12-hour period or part thereof outside of that described in 60.1a or on any public holiday or part thereof an employee who is rostered on-call shall be paid the weekend and public holiday on-call allowance in Schedule 2.
- b. Psychologists
  - (i) An "on call" allowance of 2.5% of the weekly base rate of pay for their classification shall be paid to an employee in respect to any 12-hour period or part thereof during which the employee is on call during the period commencing from the time of finishing ordinary duty on Monday and the termination of ordinary duty on Friday
  - (ii) The allowance shall be 5% in respect to any other 12-hour period or part thereof or any public holiday or part thereof.
  - (iii) A Provisional Psychologist Grade 1 Year 1 - 3 shall who is rostered on-call shall be paid on-call allowances in accordance with clause 60.1a of this Agreement.
  - (iv) Where a Psychologist's base rate of pay is less than the rate prescribed for all other Employees in Schedule 2, the Psychologist will receive the allowance identified for all other employees.
- c. Scientist Director or Deputy Director
  - (i) A Scientist Director or Deputy Director required to be on call outside ordinary hours shall be paid an allowance equal to 10% of their weekly wages for each week during which they are so required. Provided however, that a Scientist Director or Deputy Director not already on call but who substitutes himself or herself on the normal on-call roster of the laboratory concerned shall be paid in accordance with the provisions of 60.1a.

## **60.2 Recall**

- a. In the event of an Employee being recalled to duty for any period during an off-duty period such an Employee shall be paid from the time of receiving the recall until the time of finishing such recall duty with a minimum of three hours' payment for each such recall, at the following rates:
  - (i) Within a spread of twelve hours from the commencement of the last previous period of ordinary duty - time and a half.
  - (ii) Outside a spread of twelve hours from the commencement of the last previous period of ordinary duty - double time.
- b. An Employee who works so much recall between the termination of their previous rostered ordinary hours of duty and the commencement of their next succeeding period of duty such that they would not have at least ten consecutive hours off duty between those times, shall, subject to this clause, be released after completion of such recall worked until they have had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
- c. If on the instructions of their Employer such an Employee resumes or continues work without having had such ten consecutive hours off duty they shall be paid at the rate of double time until they are released from duty for such rest period and they shall then be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence. No Employee shall present for duty on a voluntary basis unless they have had ten consecutive hours (within the meaning of this clause) off duty.
- d. In the event of any Employee being recalled to duty during an off duty period where such recall is not continuous with the next succeeding rostered period of duty, such Employee shall be paid a minimum of three hours pay consistent with clause 60.2a above.
- e. In the event of any Employee finishing any period of recall at a time when reasonable means of transport are not available for the Employee to return to their place of residence the Employer shall provide adequate transport free of cost to the Employee.
- f. No Employee shall be permitted to be on call in the 24 hour period prior to any change of shift.

## **60.3 Recall without returning to the workplace**

- a. Where recall to duty can be managed without the Employee returning to the workplace, for example by telephone, clause 60.1 will not apply and an Employee is recalled to duty by telephone, such an Employee shall be paid a minimum of one hour's overtime for such recall work.
- b. For subsequent recalls beyond the first hour, the Employee will be paid a minimum of one hour's overtime provided that multiple recalls within a discrete hour will not attract an additional payment.
- c. Where the person on-call is not available, or where there is no person rostered on-call or where the professional advice of an un-rostered Employee is required, the recall allowance shall be paid.

## **60.4 Remote On-Call**

Health services may negotiate local arrangements for remote on-call for Medical Scientists and Medical Physicists. In the event of a Medical Scientist or Medical Physicist being recalled to duty by telephone during an off-duty period and such an

Employee discharges their duties without returning to the workplace, the provisions of clauses 60.1a, 60.2 and 60.3 shall apply.

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

- a. An on-call allowance at the rate prescribe by Schedule 2 shall be payable to Employees engaged on on-call/recall for the provision of a crisis response (CATT type function) for each on call period of 12 hours or part thereof.
- b. The allowance includes payment of work performed of up to one hour’s aggregate duration for each on-call period.
- c. For work performed in excess of an aggregate of one hour during an on-call period, payment shall be made at the normal overtime rate paid at the Employee’s substantive classification and increment level.
- d. The parties are to regard, telephone attendance as recall to duty.
- e. Employees are to receive an uninterrupted break of at least ten hours between the end of the recall and the next shift. Where the ten hour break is not observed double time shall be paid until such break is observed.
- f. The maximum period of on-call for CATT is to be twelve hours, with existing arrangements below the twelve hours not to be disturbed.
- g. The parties acknowledge the unique nature of on-call requirements for crisis response (CATT-type functions) and that it is not comparable to any other health care arrangement or setting.
- h. Providing a Grade 1, Provisionally Registered Psychologist will not be rostered on call to provide crisis response without being able to access advice from a psychiatrist or other senior clinicians when recalled to duty.

**60.6 Four Days Clear Of Duty Per Fortnight**

- a. Rosters shall be planned to ensure that Employees receive four clear days per fortnight free from duty including on-call.
- b. Only where such days free from on-call cannot be provided and Employees are required to be on-call (including telephone recall of greater than one hour and remote on-call):
  - (i) during weekend days or public holidays or on days that the Employee is not rostered for duty; and
  - (ii) are rostered to be on-call for a minimum of two (2) days in every four week cycle over twelve (12) cycles in an anniversary year;
 such Employee shall receive up to an additional five days leave per anniversary year in accordance with sub-clause c.
- c. An Employee who is regularly rostered to be on-call in accordance with clauses 60.6b(i) and 60.6b(ii) can accrue such leave on a pro rata basis in accordance with the table below:

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

No. of 4 week roster cycles on call	No. of Additional Days Leave
12 or more	5

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

## **PART 8: LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

### **61 Annual Leave**

#### **61.1 Additional schedules**

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

	<b>Schedule</b>	<b>Health Service</b>
a.	Schedule 4	Alfred Health
b.	Schedule 8	Royal Women's Hospital
c.	Schedule 9	Royal Children's Hospital

#### **61.2 Period of Leave**

- a. For each completed year of service with the Employer an Employee is entitled to 190 hours of paid annual leave plus the amount specified in clause 61.10.
- b. An Employee's entitlement to paid annual leave accrues progressively during each year of service according to the Employee's ordinary hours of work and accumulates from year to year.
- c. For the purposes of this clause, "ordinary pay" means remuneration for the Employee's usual weekly number of hours of work calculated at the ordinary time rate of pay, including higher qualifications allowances, and over Agreement payments, if any.

#### **61.3 Annual Leave Exclusive Of Public Holidays**

The annual leave prescribed in clause 61.2 shall be exclusive of any of the holidays prescribed by clause 80 - Public holidays, and if any such holiday falls within an Employee's period of annual leave and is observed on a day which in the case of that Employee would have been an ordinary working day there shall be added to the period of annual leave time equivalent to the ordinary time which the Employee would have worked if such day had not been a holiday.

#### **61.4 Leave To Be Taken**

- a. The annual leave provided for by this clause shall be allowed and shall be taken and, except as provided by clauses 61.7 and 61.13, payment shall not be made or accepted in lieu of annual leave.
- b. Annual leave shall be taken at a time determined by mutual agreement between the Employer and the Employee. The Employer must not unreasonably refuse to agree to a request by the Employee to take paid annual leave (including requests for single day absences).
- c. Annual leave can be taken in hourly fractions for part day periods.

#### **61.5 Leave Allowed Before Due Date**

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

### **61.6 Payment For Period Of Annual Leave**

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

### **61.7 Proportionate Leave On Termination Of Employment**

When employment ends, the Employer must pay the employee for any untaken paid annual leave, at the amount that would have been paid had they taken that period of leave.

### **61.8 Weekend Shift Worker Additional Leave**

- a. Staff (including part-time staff) who work shifts in excess of 4 hours which fall on a Saturday and/or Sunday, as part of their ordinary hours, will accrue additional annual leave at the rate of 0.5 times the number of ordinary hours worked on any weekend day, up to a maximum of 38 hours additional leave in any 12-month period.
- b. Provided that, in the case of part-time workers who work both a Saturday and a Sunday shift on the same weekend, only one shift per weekend will attract the accrual of the additional annual leave (ie either the Saturday or Sunday shift, but not both), up to the maximum accrual of 38 hours in any 12 month period. Provided further that where a differing number of hours are worked on a Saturday and Sunday by a part-time worker on any one weekend, the longer shift will be used to calculate the accrual of additional annual leave.
- c. A 'shiftworker', as defined for the purposes of the NES, will receive additional annual leave if applicable under the NES, if that leave entitlement is more generous than the entitlement under 61.8a. Such additional leave will be in substitution for, and not in addition to, leave under 61.8a.

### **61.9 Taking Additional Annual Leave**

- a. In relation to the administration of an Employee's additional annual leave:
  - (i) Where extended leave is taken (e.g. parental, personal, long service leave etc) an Employee may elect to utilise any available annual leave credits, or retain such credits until their return to duty;
  - (ii) Where an Employee with additional leave credits under this subclause is promoted within a hospital or health service, the credits will be carried over to their employment in the new role;
  - (iii) Where an Employee with additional leave credits under this subclause resigns or their employment is otherwise terminated, their credits will be paid out as part of their normal annual leave payments; and
  - (iv) The additional annual leave may be taken separately, or in conjunction with another period of annual leave, at any time by mutual agreement. Provided that where there is no agreement, clause 61.4b shall apply.

### **61.10 Annual Leave loading**

- a. For all periods of annual leave Employees shall in addition receive the higher of either:
  - (i) a loading of 17.5% calculated on the Employee's ordinary pay, provided that the maximum annual allowance payable shall be calculated on the base salary for Medical Scientist Grade 3, Year 2; or

- (ii) payment for the period of annual leave calculated at their average hourly earnings (excluding overtime) over the previous 12 months, or such shorter period of service which might apply, including shift premiums and/or Saturday, Sunday and public holiday premiums, provided that for workers who work on Saturdays and/or Sundays only, or who are rostered on permanent night shift, payment for the period of annual leave shall be calculated at the rate of pay that they would have earned had they been at work.
- b. An Employee and Employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

### **61.11 Termination**

The loading calculated according to 61.10 shall be payable on proportionate leave calculated according to 61.7.

### **61.12 Personal and Compassionate Leave Entitlement During Annual Leave**

- a. Where an Employee qualifies for Personal or Compassionate Leave under the terms of clauses 64 or 65 of this Agreement whilst on Annual Leave and, if requested by the Employer, provides a certificate of a registered health practitioner or other evidence acceptable to the Employer, then the number of days specified in the certificate shall be deducted from any Personal or Compassionate Leave entitlement standing to the Employee's credit, and shall be re-credited to their Annual Leave entitlement.
- b. The amount of Annual Leave loading received for any period of Annual Leave converted to Personal Leave in accordance with clause 61.12a shall be offset from any future entitlement to Annual Leave loading, or if the Employee resigns, from termination pay, where authorised.

### **61.13 Cashing Out of Annual Leave**

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

## **62 Excess Annual Leave**

### **62.1 Excessive leave accruals: general provision**

- a. An employee has an excessive leave accrual if the employee has accrued more than 10 weeks paid annual leave (or 12 weeks paid annual leave for a shift workers).
- b. 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.
- c. The Employer must not unreasonably refuse to agree to a leave reduction plan, which includes saving leave for a special reason or for an extended vacation within 12 months.



- d. Once agreed, the leave reduction plan is to be in writing and signed by both the Employer and the Employee.

### **62.2 Excessive leave accruals: direction by Employer that leave be taken**

- a. If an Employer has genuinely tried to reach agreement with an Employee, but agreement is not reached (including because the Employee refuses to confer), the Employer may direct the Employee in writing to take one or more periods of paid annual leave.
- b. However, in directing that the Employee take leave under this subclause 62.2a:
  - (i) the Employee cannot be directed to reduce the accrued leave to less than eight (8) weeks;
  - (ii) the Employer cannot require an Employee to take any period of paid annual leave of less than one week;
  - (iii) the Employer cannot require the Employee to take a period of paid annual leave beginning less than 8 weeks or more than 12 months after the direction is given; and
  - (iv) the direction must not be inconsistent with any leave arrangement agreed by the Employer and Employee.
- c. Where the Employer issues a direction to the Employee to take paid annual leave in accordance with this clause, the Employee must take paid annual leave in accordance with that direction.

### **62.3 Excessive leave accruals: notice by an Employee that leave be taken**

- a. If an Employee has genuinely tried to reach agreement with an Employer, but agreement is not reached (including because the Employer refuses to confer), the Employee may give notice in writing to take one or more periods of paid annual leave.
- b. However, an Employee may only give a notice to the Employer to take leave if:
  - (i) the Employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
  - (ii) the Employee has not been given a direction that when any other paid annual leave arrangements are taken into account, would eliminate the Employee's excessive leave accrual (including arrangements by agreement or directions to take excessive annual leave).
- c. A notice given by an Employee must not:
  - (i) if granted, result in the Employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements are taken into account; 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 inconsistent with any leave arrangement agreed by the Employer and Employee.

- d. An Employee is not entitled to request by a notice more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shift worker) in any period of 12 months.

#### **62.4 Replacement of staff on annual leave**

If agreement is reached for the Employee to take one of more periods of excess annual leave, the Employer will have regard to the obligations contained in clause 34 of this Agreement, which include backfill.

### **63 Purchased Leave**

- a. Employees may apply for and be granted Purchased Leave employment arrangements subject to agreement with the Employer, such agreement not being unreasonably withheld.
- b. These arrangements are defined as meaning a situation where an Employee takes up to an additional 4 weeks' leave per annum in addition to all other leave entitlements but is paid either 48/52, 49/52, 50/52 or 51/52 of the weekly base rate prescribed by this Agreement for each week during which their employment is subject to these arrangements.
- c. Other entitlements will be unaffected by these arrangements.
- d. Where an Employee applies for leave pursuant to this clause the Employer shall respond to such request within four weeks.

### **64 Personal/Carer's Leave**

#### **64.1 Additional schedules**

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

- a. Schedule 4 Alfred Health
- b. Schedule 8 Royal Women's Hospital and Royal Children's Hospital
- c. Schedule 10 St. Vincent's Health

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

#### **64.2 Definitions**

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

### **64.3 Amount Of Paid Personal/Carer's Leave**

- a. Paid personal/carers leave is available to an Employee, when they are absent:
  - (i) due to personal illness or injury; or
  - (ii) for the purposes of caring for an immediate family or household member who is sick and requires the Employee's care or support or who requires care due to an unexpected emergency.
- b. A full-time Employee is entitled to the following amount of paid personal/carers leave, which accrues progressively and accumulates from year to year:
  - (i) 121 hours and 36 minutes will be available in the first year of Service;
  - (ii) 136 hours and 48 minutes will be available per annum in the second, third and fourth years of Service; or
  - (iii) 190 hours will be available in the fifth and following years of Service.

In this clause 64.3 'years of Service' includes Recognised Prior Service for the purposes of determining an Employee's rate of personal/carers leave accrual.
- c. Paid personal/carers leave applies on a pro rata basis for part time Employees.
- d. Where an Employee transfers to another hospital or health service covered by this Agreement, accumulated personal/carers leave to their credit up to a maximum of 2128 working hours shall be credited to them in their new employment as accumulated personal/carers leave. The hospital or health service may require an Employee to produce a written statement from their previous Employer specifying the amount of accumulated personal leave standing to their credit at the time of leaving that previous employment.
- e. An Employee may be absent through sickness for one day without furnishing evidence of such sickness on not more than three occasions in any one year of service.
- f. If the period during which an Employee takes paid personal/carers 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/carers leave on that public holiday, but will be entitled to the ordinary time public holiday payment as per the provisions of this Agreement.

### **64.4 Pharmacists Only**

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

### **64.5 Personal Leave For Personal Injury Or Sickness**

- a. An Employee is entitled to use the full amount of their Personal Leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.

- b. If the full period of personal/carer's leave is not taken in any year, such portion as is not taken shall be cumulative from year to year.

#### **64.6 Carer's Leave To Care For An Immediate Family Or Household Member**

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

#### **64.7 Evidence Supporting Claim**

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

#### **64.8 Unpaid Personal/Carer's Leave**

Where an Employee has exhausted all paid personal/carer's leave entitlements, they are entitled to take unpaid carer's leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The Employer and the Employee shall agree on the period. In the absence of agreement, the Employee is entitled to take up to two days per occasion, provided the requirements of 64.7 are met.

### **65 Compassionate Leave**

#### **65.1 Paid Leave Entitlement**

- a. A full-time or part-time Employee is entitled to two days paid Compassionate Leave per occasion when:
  - (i) a member of the Employee's immediate family or household:
    - (A) contracts or develops a personal illness that poses a serious threat to their life; or
    - (B) sustains a personal injury that poses a serious threat to their life; or
    - (C) dies; or
    - (D) loses a pregnancy after 20 weeks gestation; or
  - (ii) The Employee or their partner loses a pregnancy.
- b. An Employee may take up to an additional two days paid compassionate leave per annum in addition to the above entitlement.

- c. An Employee is entitled to use accumulated personal leave as paid Compassionate Leave up to an additional two days annually (pro-rata for part-time Employees) when a member of the Employee's immediate family or household in Australia dies/is seriously ill

## 65.2 Unpaid Compassionate leave

- a. Where an Employee has exhausted all entitlements under clause 65.1, an Employee may take up to 4 days unpaid Compassionate Leave. Additional unpaid leave may then be taken by agreement with the Employer.
- b. A casual Employee may take 2 days unpaid Compassionate Leave per occasion when:
  - (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;
    - (B) dies;
    - (C) loses a pregnancy after 20 weeks gestation;
  - (ii) The Employee or their partner loses a pregnancy.
- c. Nothing under this clause limits an Employee's ability to take personal leave pursuant to clause 64.

## 66 Jury Service

- a. An Employee required to attend for Jury Service during their ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of their attendance for such Jury Service and the amount of wage pursuant to Schedule 2, they would have received in respect of ordinary time they would have worked had they not been on Jury Service.
- b. An Employee shall notify their Employer as soon as possible of the date upon which they are required to attend for Jury Service. Further, the Employee shall give their Employer proof of their attendance, the duration of such attendance and the amount received in respect of such Jury Service.

## 67 Long Service Leave

### Part 1 - General

#### 67.1 Scope

This clause contains several parts:

- a. Part 2 applies to full-time Employees, part-time Employees, Locum Pharmacists, and Regular Casual Employees only.
- b. Part 3 applies to Other Casual Employees only.
- c. Part 4 contains common provisions that apply to all Employees.

#### 67.2 Definitions

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

- a. **Allowable period of absence** means the greater of thirteen weeks (inclusive of annual leave) or 5 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.
- b. **Continuous Service** means continuous Service with the same Employer plus any prior Service of six months or more with one or more Institutions, Statutory Bodies or the Australian Red Cross Blood Service of Victoria.
- c. **Institution** means any Employer, hospital or benevolent home, community health centre, Society or Association:
- (i) named in Schedule 1 of this Agreement; or
  - (ii) that was registered and subsidised pursuant to the *Health Services Act 1988* (Vic) or the former *Hospital and Charities Act 1958* (Vic); or
  - (iii) publicly funded Community Health Services in Victoria that are not covered by this Agreement; or
  - (iv) the Bush Nursing Association,
- and successors thereto. For the avoidance of doubt, Institution includes publicly funded Community Health Services in Victoria, not covered by this Agreement.
- d. **LSL Act** means the *Long Service Leave Act 2018* (Vic).
- e. **Month** means a calendar month.
- f. **Other Casual Employee** means, for the purpose of this clause, a casual Employee under clause 25.1c who is not a Regular Casual Employee but who is taken to be continuously employed in accordance with the LSL Act.
- g. **Pay** means remuneration for an employee's normal weekly hours of work calculated at the employee's ordinary time rate of pay inclusive of ordinary hours, casual loadings, Higher Qualification Allowances, Radiation Safety Officer Allowance and over-Agreement payments - where a component of ordinary pay - where applicable, calculated at the employee's ordinary time rate of pay provided for in clauses 40 to 48 , at the time the leave is taken or if they die before the completion of leave so taken, as at the time of their death; and shall include the amount of any increase to the employee's ordinary time rate of pay which occurred during the period of leave as from the date such increase operates. Where a part-time Employee's hours fluctuate because the Employee works additional ordinary shifts (but excluding a permanent variation), the 'normal weekly hours of work' will be calculated by taking an average over the preceding 12 months where this is more favourable to the Employee.
- If a casual Employee does not have normal weekly hours of work, Pay is calculated in accordance with section 16 of the LSL Act.
- h. **Regular Casual Employee** means, for the purpose of this clause, a casual Employee who is employed for a sequence of periods on a regular and systematic basis in accordance with clause 25.1c.
- i. **Service** means employment with an Employer, Institution, Statutory Body or the Red Cross Blood Service in Victoria (however titled).
- j. **Statutory Body** means the Hospital and Charities Commission of Victoria, the Health Commission of Victoria, the Department of Health and Human Services and the Nursing and Midwifery Board of Australia, and successors thereto.
- k. **Transfer of business** occurs in the circumstances described at s.311 of the *Fair Work Act 2009* (Cth).

## **Part 2 – Full-time Employees, Part-time Employees, Locum Pharmacists, and Regular Casual Employees**

### **67.3 Application of Part 2**

This part only applies to:

- a. full-time Employees;
- b. part-time Employees;
- c. Locum Pharmacists as defined under clause 25.4; and
- d. Regular Casual Employees.

### **67.4 Entitlement**

- a. Subject to clause 67.6, Employees covered by the part are entitled to:
  - (i) 26 weeks' long service leave with Pay on completion of fifteen years of Continuous Service; and
  - (ii) thereafter 8.6667 weeks' long service leave with Pay on completion of each additional five years of Continuous Service.
- b. Subject to clause 67.6c and 67.6d, an entitlement under clause 67.4a(i) may be taken in advance on a pro rata basis if the Employee has accrued Continuous Service of at least:
  - (i) 10 years as at the date on which this Agreement is approved by the Fair Work Commission; or
  - (ii) from 1 July 2021, 9 years; or
  - (iii) from 1 July 2022, 8 years; or
  - (iv) from 1 July 2023, 7 years.

### **67.5 Calculating Continuous Service**

- a. Periods that count towards Continuous Service

Service or prior Service during the following periods will be deemed to be continuous and will count as Continuous Service:

- (i) an absence from work on any form of paid leave (e.g. annual leave, personal leave, long service leave and paid parental leave);
- (ii) 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;
- (iii) 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 90);
- (iv) any leave of absence of the employee where the absence is authorised in advance in writing by the Employer to be counted as service;
- (v) any absence from employment on defence service in accordance with section 8 of the *Defence Reserve Service (Protection) Act 2001 (Cth)*;
- (vi) a period of absence on community service leave under the Act;

- (vii) in the case of unpaid absences not otherwise referenced in this subclause, subject to clause 67.9:
  - (A) any unpaid leave that is authorised in advance in writing by the Employer to count as service; or
  - (B) up to (but not including) [the commencement date of this Agreement], any unpaid absence from work of not more than fourteen days in any year on account of illness or injury; or
  - (C) on and from [the commencement date of this Agreement]:
    - (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 70.10 and 70.11; and
    - (3) the first 52 weeks of any other type of unpaid leave not specifically referenced in this subclause 67.5a(vii); and
- (viii) periods of regular and systematic casual employment with an Employer, Statutory Body, Institution or the Australian Red Cross Blood Service (however titled) in Victoria, including prior service as an Other Casual Employee,

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.

- b. 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:

- (i) any authorised period of unpaid leave not referred to in sub-clause 67.5a;
- (ii) subject to the requirements of the Act, any interruption arising directly or indirectly from an industrial dispute;
- (iii) any period between the engagement with one Institution, Statutory Body or the Australian Red Cross Blood Service (however titled) and another provided it is less than the allowable period of absence from employment;
- (iv) 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;
- (v) 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; and



- (vi) any absence from work for a period not exceeding twelve months in respect of any pregnancy not covered by 67.5a(i) or 67.5a(vii)

## **67.6 Taking of leave**

### **a. 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 67.4a save that:

- (i) long service leave may be postponed to a mutually agreeable date;
- (ii) if agreement cannot be reached:
  - (A) for a full-time Employee, part-time Employee, or Locum Pharmacist, the date will be determined by FWC: provided that no such determination shall require such leave to commence before the expiry of six months from the date of such determination; and
  - (B) for a Regular Casual Employee:
    - (1) the date may be determined by the Employee save that the Employer may refuse the date nominated by an Employee on reasonable business grounds.; or
    - (2) the Employer may direct the Employee to take long service leave at a specified time and for a specified period by giving the Employee at least 12 weeks' written notice. Subject to an order of the Industrial Division of the Magistrates' Court, the Employee must comply with this direction.

### **b. How leave is to be taken**

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

### **c. Long service leave in advance**

- (i) If an Employee has completed ten years' Continuous Service, an Employer may, by agreement, grant long service leave in advance on a pro rata basis.
- (ii) Supplementary to subclause 67.6c(i) and subject to subclause 67.6c(iii):
  - (A) if a full-time Employee, part-time Employee, or Locum Pharmacist requests to take long service leave under clause 67.4b, the Employer must grant the Employee's request to take long service leave as soon as practicable unless the Employer has reasonable business grounds for refusing the request; and/or
  - (B) for a Regular Casual Employee, an Employer may, by agreement with the Employee, grant long service leave in advance on a pro rata basis at any time.

- (iii) 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:
  - (A) 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 full-time Employee, part-time Employee, or Locum Pharmacist, the termination was for serious and wilful misconduct; or
    - (2) in the case of a Regular Casual Employee, the Employee had accrued less than 7 years' Continuous Service with the Employer as at the termination date; and
  - (B) where such a deduction is made, 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 67.5aabove (Periods that count towards Continuous Service).

d. Flexible taking of leave

An Employee may, subject to approval by the Employer, convert their long service leave entitlement by taking double the period of approved long service leave at half Pay.

## **67.7 Payment on termination of employment**

a. Interpretation

For the purposes of this clause 67.7, termination of employment has its ordinary meaning, provided that:

- (i) it is taken to occur upon conversion from full-time or part-time employment to casual employment; and
- (ii) it is not taken to occur at the cessation of each shift as a casual Employee.

b. Basic entitlement at termination of employment

Except where an election is made under clause 67.7cbelow, an Employee is entitled to payment in lieu of untaken long service leave upon termination of employment if, as at the termination date one of the following applies (where multiple options apply to an Employee, the higher benefit will be applied):

- (i) the Employee has accrued a full long service leave entitlement under clause 67.4aabove, in which case the entitlement shall be calculated at one thirtieth of the period of Continuous Service; or
- (ii) the Employee has an entitlement to pro rata long service leave under clause 67.4band was not terminated for serious and wilful misconduct, in which case the entitlement shall be calculated at one thirtieth of the period of Continuous Service; or
- (iii) in the case of a Regular Casual Employee, the Employee has accrued at least 7 years' Continuous Service with the Employer, in

which case the entitlement shall be calculated in accordance with the LSL Act.

- c. Election for payment of entitlement or transfer of entitlement at termination
- (i) This subclause applies to the following Employees:
    - (A) Full-time Employees, part-time Employees and Locum Pharmacists who have an entitlement to be paid pro rata long service leave under clause 67.4b(who therefore have less than fifteen years' accrued Continuous Service with an Employer); and
    - (B) Regular Casual Employees who have at least seven years' accrued Continuous Service with an Employer.
  - (ii) An Employee to whom subclause 67.7c(i) applies who intends to be re-employed by another Institution or Statutory Body, may:
    - (A) 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
    - (B) 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 67.7c(iv)below, the initial Employer is no longer required to make payment to the Employee in respect of such service.
  - (iii) Where the notice referred to at 67.7c(ii)(B). 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 67.7b
  - (iv) For the purposes of this subclause, re-employment by another Institution or Statutory Body means employment other than as a Other Casual Employee.
- d. 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 67.7babove.
- e. No entitlement arising for periods of leave already taken
- For the removal of doubt, where an Employee makes an election under clause 67.7c 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.

## **67.8 Public holidays**

See also clause 80(Public Holidays).

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

## **67.9 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 67.5a(vii)(A).

Note 2: Unpaid Parental Leave taken after the commencement date of this Agreement will constitute Continuous Service, per clause 67.5a(vii)(C)(2)).

- a. As an exception to clause 67.5a, 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 update the Employee's Long Service Leave record.
- b. An Employee electing to make an application under 67.9 must make the application to the Employer no later than 6 months of the following (whichever occurs last):
  - (i) the date on which this Agreement commences; or
  - (ii) the date on which the Employee returns to work after the qualifying period of unpaid Parental Leave.
- c. This clause 67.9 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.

### **Part 3 - Other Casual Employees**

#### **67.10 Entitlement**

Save for the matters set out in this part, Other Casual Employees shall be entitled to long service leave with ordinary pay in accordance with the LSL Act.

#### **67.11 Flexible taking of leave: double leave at half pay**

- a. An employee may request an Employee to take double the period of long service leave at half pay.
- b. An Employer must grant such a request unless:
  - (i) granting the request would result in an additional cost to the Employer; or
  - (ii) the Employer otherwise has reasonable business grounds for refusing the request.
- c. Employees should seek independent advice regarding the taxation and superannuation implications of seeking payment under this subclause 67.11a . The Employer will not be held responsible in any way for the cost or outcome of any such advice.
- d. The Employer, if requested by the Employee, will provide information as to the amount of tax the Employer intends to deduct where payment of long service leave is sought under this subclause.

### **Part 4 - Common conditions applicable to all Employees**

#### **67.12 Payment for period of leave**

- a. Payment will be made in one of the following ways:
  - (i) in full advance when the Employee commences his/her/their leave;
  - (ii) at the same time as payment would have been made if the Employee had remained on duty; in which case payment shall, if the employee in writing so requires, be made by cheque posted to a specified address; or
  - (iii) in any other way agreed between the Employer and the Employee.

- b. Where 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.

### **67.13 Proof of Sufficient Aggregate 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 of Service will constitute acceptable proof.

### **67.14 Records**

The Employer will keep a long service leave record for each Employee, containing particulars of service, leave taken and payments made including in relation to prior service with an Institution, Statutory Body or the Australian Red Cross Blood Service (however titled) as provided in 67.2i

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.

### **67.15 Concurrent Service**

- a. Subject to subclause 67.15b, concurrent service with two or more Employers remains separate and distinct.
- b. If a full-time Employee, part-time Employee, Locum Pharmacist or Regular Casual Employee who was employed with an Employer (the first Employer) becomes employed by another employer (the new Employer) in 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:
  - (i) the Employee does not have an entitlement to take long service leave under clause 67.4a;
  - (ii) the Employee has not already taken or been paid in lieu of long service leave in respect of the relevant period; and
  - (iii) either:
    - (A) the Employee notifies the first Employer of the transfer in accordance with sub-clause 67.7c(Election for payment of entitlement or transfer of entitlement at termination); or
    - (B) 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).
- c. If a full-time Employee, part-time Employee, Locum Pharmacist or Regular Casual Employee's long service leave entitlement is transferred in accordance with subclause 67.15b:
  - (i) the first Employer will no longer be liable for the service, and the long service leave liability for the service as a full-time Employee, part-time Employee, Locum Pharmacist or Regular Casual Employee with the first Employer will transfer to the new Employer;

- (ii) any casual service that occurs with the first Employer after the transfer referred to in (i) 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:
  - (A) 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);
  - (B) 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
  - (C) 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).
- (iii) 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 67.7c 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 67.7b (Basic entitlement at termination of employment).

Example 1:

A part-time Employee is employed at the same time by Employer 1, and Employer 2. The part-time 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 Regular Casual 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.

## 67.16 Savings

- a. (a) Clauses 67.7c, 67.8, 67.9 and 67.15 shall not apply to a Regular Casual 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.
- b. (b) The HSU and VHIA must make an application to the Magistrates Court under section 24 of the LSL Act for an opinion referred to in section 67.16a as soon as reasonably practicable after the Agreement has been approved by the Fair Work Commission.
- c. (c) 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.

## 68 Pre-Natal Leave

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

## 69 Breast-Feeding Facilities

### 69.1 Paid break

Each Employer will provide reasonable paid break time for an Employee to express breast milk for their 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.

### 69.2 Place to express or feed

The Employer will 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 milk or breastfeed a child in privacy.

### 69.3 Storage

- a. Appropriate refrigeration will be available in proximity to the area for breast milk storage.
- b. Responsibility for labelling, storage and use is with the Employee.

## 70 Parental Leave

*The NES contains applicable terms regarding parental leave including terms regarding Stillborn children and Hospitalised children.*

### 70.1 Application of this clause

- a. Subject to the terms of this clause Employees are entitled to paid and unpaid parental leave and to work part-time in connection with the birth or adoption of a child.

- b. The provisions of this clause apply to full-time, part-time and eligible Casual Employees but do not apply to other casual Employees.
- c. An Employer must not fail to re-engage a Casual Employee because:
  - (i) the Employee or Employee's spouse is pregnant; or
  - (ii) the Employee is or has been absent on Parental Leave.
- d. The rights of an Employer in relation to engagement and re-engagement of Casual Employees are not affected, other than in accordance with this clause.

## 70.2 Definitions

- a. **Eligible Casual Employee** means a Casual Employee employed pursuant to clause 25 and who is:
  - (i) employed by an Employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and
  - (ii) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment on a regular and systematic basis.
- b. **Child** means:
  - (i) a child (or children from a multiple birth) of the Employee or the Employee's Spouse; or,
  - (ii) in relation to adoption-related leave, a child under 16 (as at the day of placement or expected day of placement) who is placed or to be placed with the Employee for the purposes of adoption, other than a child or step-child of the Employee or their Spouse or a child who has previously lived continuously with the Employee for a period of six months or more (**Adopted Child**).
  - (iii) as the case requires, includes a Stillborn Child.
- c. **Flexible Parental Leave** means 30 days' unpaid parental which an Employee may take under subclause 70.8 as part of their 52 weeks' entitlement of Parental Leave.
- d. For the purposes of this clause, **Service** (which includes Recognised Prior Service), is as defined in clause 9aa of this Agreement.
- e. For the purposes of this clause, **spouse** includes a person to whom the Employee is married and de facto partner, former spouse or former de facto partner. The Employee's "de facto partner" means a person who lives with the Employee as husband, wife or same sex partner on a bona fide domestic basis, although not legally married to the Employee.

## 70.3 Basic Entitlement

- a. An Employee with six months Service under this Agreement, is entitled to 52 weeks of paid and unpaid Parental Leave as outlined at 70.3c below, if the leave is associated with the birth or adoption of their child.
- b. An Employee who does not satisfy the qualifying service requirement for the paid components of leave shall be entitled to leave without pay for a period not exceeding 52 weeks.
- c. From 21 December 2021, leave available is summarised in the following table:



Type of leave	Paid leave	Total combined paid and unpaid leave
Primary carer leave	14 weeks	52 weeks
Secondary carer Leave	2 week	52 weeks
Adoption leave – primary carer leave	14 weeks	52 weeks
Adoption leave – secondary carer leave	2 week	3 Weeks
Flexible Parental Leave	N/A	30 days unpaid leave

Provided that for paid leave for the Primary carer is taken contemporaneously with the birth or placement of the Child

- d. For the purposes of this clause pay shall be defined in the same terms as for Long Service Leave as prescribed by clause 67.2 of this Agreement.
- e. The Employer and Employee may reach agreement as to how the paid parental leave under this Agreement is paid. For example, the entitlement may be paid at the commencement of leave, 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.
- f. Such agreement at (e) must be in writing and signed by the parties. The 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, leave will be paid during the ordinary pay periods corresponding with the period of the leave.
- g. Employees who already receive Parental Leave (however titled) payments in excess of those above shall not suffer any disadvantage.
- h. Subject to 70.8 hereof, Parental Leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take up to 8 weeks leave (in which case the leave does not need to be taken in a single unbroken period).
- i. in the case of two week's paid secondary carer leave an Employee shall be entitled to a total of 10 days (which need not be taken consecutively) in connection with the birth of a child for whom they have accepted responsibility which may be commenced 1 week prior to the expected date of birth, and in the case of short adoption leave for the secondary care giver, two week's paid leave and up to 6 weeks' unpaid leave (8 weeks in total) which may be commenced at the time of placement.

#### 70.4 Primary Carer Leave

- a. An Employee must provide notice to the Employer in advance of the expected date of commencement of Parental Leave. The notice requirements are:
  - (i) of the expected date of the birth (included in a certificate from a registered medical practitioner stating that the Employee is pregnant) - at least ten weeks; or
  - (ii) of the date on which the Employee proposes to commence primary carer leave and the period of leave to be taken - at least four weeks.
- b. When the Employee gives notice under 70.4 hereof the Employee must also provide a statutory declaration stating particulars of any period of secondary

carer leave sought or taken by their spouse and that for the period of primary carer leave, they will not engage in any conduct inconsistent with their contract of employment.

- c. An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by the birth occurring earlier than the presumed date.
- d. An Employee shall be entitled to work until their estimated date of birth except where this would present a risk to the Employee or the unborn child.
- e. Subject to 70.4a hereof and unless agreed otherwise between the Employer and Employee, an Employee may commence Parental Leave at any time within six weeks immediately prior to the expected date of birth.
- f. Where an Employee continues to work within the six week period immediately prior to the expected date of birth of the child or is on paid leave under 70.14b an Employer may require the Employee to provide a medical certificate stating that they are fit to work on normal duties.
- g. If a statement is not provided then the Employer will make all practical efforts to remedy the unsafe situation and if this is not possible, the Employee will be offered a safe, alternate position in accordance with sub-clause 70.14 herein.

### **70.5 Special Maternity Leave and Personal Leave**

- a. Where the pregnancy of an Employee not then on Parental Leave ends other than by the birth of a living child, the Employee may take leave for such periods (certified period) as a registered medical practitioner certifies as necessary (special maternity leave), as follows:
  - (i) Where the pregnancy ends within 20 weeks of the expected date of birth of the child otherwise than by the birth of a living child, the Employee is entitled to access any paid and/or unpaid personal leave entitlements in accordance with the relevant personal leave provisions; or
  - (ii) Where the pregnancy terminates after the completion of 20 weeks, the Employee is entitled during the certified period/s to paid special maternity leave not exceeding the amount of paid primary carer leave available under 70.3 and thereafter, to unpaid special maternity leave.
- b. The Employee is entitled to a period of unpaid special maternity leave if they are not fit for work during that period because they have a pregnancy related illness.
- c. An Employee must give notice of taking unpaid special maternity leave as soon as practicable (which may be a time after the leave has started) and advise their Employer of the period or expected period of the leave.
- d. An Employee who has given their Employer notice under 70.5c must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for a reason specified in clause 70.5a. An Employer may require the evidence to be a medical certificate.
- e. Where special maternity leave is granted under this subclause, during the period of leave an Employee may return to work at any time, as agreed between the Employer and the Employee provided that time does not exceed four weeks from the recommencement date desired by the Employee.
- f. Nothing in this subclause is intended to derogate from the entitlement to unpaid special maternity leave in the NES.

## 70.6 Secondary Carer Leave

- a. An Employee will provide to the Employer at least ten weeks prior to each proposed period of secondary carer leave, with:
  - (i) a certificate from a registered medical practitioner which names their spouse, states that they are pregnant and the expected date of birth, or states the date on which the birth took place; and
  - (ii) written notification of the dates on which they propose to start and finish the period of secondary carer leave; and
  - (iii) a statutory declaration stating:
    - (A) except in relation to leave taken simultaneously with the child's primary carer under clause 70.3h or clause 70.8, that they will take the period of Parental Leave to become the primary care-giver of a child;
    - (B) particulars of any period of Primary Carer Leave sought or taken by their spouse; and
    - (C) that for the period of Secondary Carer Leave they will not engage in any conduct inconsistent with their contract of employment.
- b. The Employee will not be in breach of this clause 70.6 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

## 70.7 Adoption Leave

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

- e. Before commencing adoption leave, an Employee will provide the Employer with a statement from an adoption agency of the day when the placement is expected to start and a statutory declaration stating:
  - (i) that the child is an eligible child, whether the Employee is taking short or long adoption leave or both and the particulars of any other authorised leave to be taken because of the placement;
  - (ii) except in relation to leave taken simultaneously with the child's other adoptive parent under clause 70.3h or clause 70.8 that the Employee is seeking adoption leave to become the primary care-giver of the child;
  - (iii) particulars of any period of adoption leave sought or taken by the Employee's spouse; and
  - (iv) that for the period of adoption leave the Employee will not engage in any conduct inconsistent with their contract of employment.
- f. An Employee must provide the Employer with confirmation from the adoption agency of the start of the placement.
- g. Where the placement of child for adoption with an Employee does not proceed or continue, the Employee will notify the Employer immediately and the Employer will nominate a time not exceeding four weeks from receipt of notification for the Employee's return to work.
- h. An Employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- i. An Employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The Employee and the Employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two days unpaid leave. Where paid leave is available to the Employee, the Employer may require the Employee to take such leave instead.

## 70.8 Flexible Parental Leave

- a. An Employee may take up to 30 days of Parental Leave entitlement (**Flexible 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.
- b. The number of days of Flexible Parental Leave that the Employee takes must not be more than the number of flexible days notified to the Employer under sub-clause 70.9 (subject to any agreement under sub-clause 70.9d).
  - (i) An Employee must take the Flexible Parental Leave as:
  - (ii) a single continuous period of one or more days; or
  - (iii) separate periods of one or more days each.
- c. An Employee may take the Flexible Long Parental Leave whether or not they have taken unpaid Parental Leave under subclause 70.4.
- d. An Employee may take Flexible Parental Leave after taking one or more periods of unpaid Primary Carer's Leave only if the total of those periods (disregarding any extension under sub-clause 70.10 or 70.11) is no longer

than 12 months, less the Employee's Notional Flexible Period, provided that the calculation is based on the assumption that:

- (i) the Employee ordinarily works each day that is not a Saturday or Sunday; and
  - (ii) there are no public holidays during the period.
- e. A member of an Employee Couple (*the first Employee*) may take Flexible Parental Leave on the same day as the other member of the Employee Couple (*the other Employee*) is taking unpaid 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.

### **70.9 Notice requirements – Flexible Parental Leave**

- a. If an Employee wishes to take Flexible Parental Leave, the Employee must give notice to the Employer as follows:
  - (i) at the same time as the Employee provides notice for the original parental leave; or
  - (ii) at least 10 weeks before starting the Flexible Parental Leave.
- b. The Employer may agree to a shorter period of notice.
- c. The notice provided must specify the total number of days (**Flexible Days**) of Flexible Parental Leave that the Employee intends to take.
- d. If the Employer agrees, the Employee may:
  - (i) reduce the number of flexible days, including by reducing the number of flexible days to zero; or
  - (ii) increase the number of flexible days up to 30.
- e. The Employee must give the Employer written notice of a flexible day on which the Employee will take Flexible Parental Leave:
  - (i) at least 4 weeks before that day; or
  - (ii) if that is not practicable, as soon as practicable (which may be a time after the leave has started).
- f. If the Employer agrees, the Employee may change a day on which the Employee takes Flexible Parental Leave from a day specified in a notice under subsection 70.9a.

### **70.10 Variation Of Period Of Parental Leave Up to 12 months**

- a. Unless agreed otherwise between the Employer and Employee, where an Employee takes leave under clause 70.4 for less than the available period, the Employee may notify to their Employer to extend the period of parental leave within the available period on one occasion. Any such change must be notified in writing at least four weeks prior to the commencement of the changed arrangements. The notice must specify the new intended end date of the parental leave. Any further period of leave must be by agreement.
- b. If the Employer agrees, an Employee whose period of unpaid parental leave has started may reduce the period of unpaid Parental Leave they take (including any extension agreed under 70.11).

### **70.11 Right to request an extension of period of unpaid parental leave beyond 12 months**

To assist in reconciling work and parental responsibilities, an Employee entitled to Parental Leave may request the Employer to extend the period of leave by a further continuous period of up to 12 months immediately following the end of the available parental leave.

a. **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.

b. **Response to be in writing**

The Employer must give the Employee a written response stating whether the Employer grants or refuses the request. The response must be given as soon as practicable, and no later than 21 days after the request is made.

c. **Refusal only on reasonable business grounds**

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

d. **Reasons for refusal to be specified**

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

e. **Reasonable opportunity to discuss**

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

### **70.12 Returning to work**

This clause does not limit any entitlement to make a request for flexible working arrangements under clause 27 and / or the National Employment Standards.

a. **Return to work Guarantee**

- (i) An Employee must confirm to the Employer their return to work after a period of Parental Leave at least four weeks prior to the end of the leave, or where that is not practicable, as soon as practicable.
- (ii) Subject to clause 70.12a(iii), an Employee will be entitled to the position which they held immediately before proceeding on Parental Leave [which shall include Parental Leave extended in accordance with clause 70.11 in the case of an Employee transferred to a safe job pursuant to 70.14 or who reduced their working hours because of their pregnancy, the Employee will be entitled to return to the position they held immediately before such transfer or reduction.
- (iii) Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

b. **Request to return to work part time**

The Employer will accommodate the reasonable needs of an Employee to return to work from Parental Leave on a part-time basis at the Employee's substantive classification.

Further:

- (i) Request

A request to return to work part-time must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from Parental Leave.

(ii) Request and Response to be in writing

The Employee's request and the Employer's decision made under this clause must be recorded in writing. The Employer must give the Employee a written response as soon as practicable, and no later than 21 days after the request is made. Where an Employer refuses a request on reasonable business grounds, the Employer's response must include details of the reasons for the refusal.

(iii) Dispute resolution

Where the Employer experiences a genuine inability to accommodate such a request on operational grounds, the matter will be referred to the Dispute Settling Procedure at clause 11 for resolution.

(iv) Agreement to be in writing

An agreement reached between an Employee and Employer in relation to a request to return to work part-time must be recorded as a temporary variation to the Employee's employment contract. A copy of the variation will be given to the Employee.

(v) No new or replacement contract

An Employer will not offer, propose or require an Employee who makes a request under this clause to sign a new or replacement employment contract, or through any other means change the Employee's employment status.

### 70.13 Parental Leave And Other Entitlements

- a. An Employee may in lieu of or in conjunction with Parental Leave, access any Annual Leave or Long Service Leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under 70.11.
- b. Where an Employee not then on Parental leave is suffering from an illness whether related or not to pregnancy an Employee may take any paid Personal Leave to which she is entitled and/or unpaid Personal Leave in accordance with the relevant Personal Leave provisions.
- c. Employees who take leave under clause 70.13a may with the agreement of their employer:
  - (i) take a period of annual leave, long service leave or ADOs as part of, or in addition to any period of parental leave.
  - (ii) provided that where a birth occurs earlier than the proposed date of commencement of paid parental leave, that leave will be deemed to commence immediately after the expiration of the period of paid annual leave, long service leave or ADO(s).

### 70.14 Transfer To A Safe Job

- a. Where an Employee is pregnant and, in the opinion of a registered medical practitioner, the Employee is fit for work but due to illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at their present work or at their current hours, the Employee will be transferred to a safe job, or by agreement with the Employee they will remain in their current job with reduced

hours of work, with no other change to the Employee's terms and conditions of employment until the commencement of Parental Leave.

- b. Where no appropriate safe job exists or where a reduction in hours is not practicable or agreed, the Employee is entitled to take paid no safe job leave, at the Employee's current rate of pay for their ordinary hours of work for the risk period.
- c. If the Employee is on paid no safe job leave during the six week period before the expected date of birth of the child and the Employee has failed to comply with a request by the Employer for a medical certificate stating whether the Employee is fit for work, the Employer may require the Employee to take unpaid parental leave or any paid leave to which they are entitled provided that an Employee is not entitled to take paid personal/carer's leave or compassionate leave while they are taking unpaid parental leave.
- d. If the Employee's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.
- e. The entitlement to paid no safe job leave is in addition to any other leave entitlement the Employee has.

### **70.15 Replacement Employees**

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

### **70.16 Communication During Parental Leave**

- a. Where an Employee is on Parental Leave and a definite decision has been made to introduce significant change at the workplace (including Major Change under clause 30.2c), the Employer shall take reasonable steps to:
  - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing Parental Leave; and
  - (ii) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing Parental Leave.
- b. The Employee shall notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with 70.16a.

### **70.17 Keeping in Touch Days**

- a. During a period of parental leave, the Employer and Employee may agree to perform work for the purpose of keeping in touch in order to facilitate a return to employment at the end of the period of leave.
- b. Keeping in touch days must be agreed and be in accordance with section 79A of the Act.



## 71 Examination Leave

- a. An Employee shall be granted leave with full wages in order to attend examinations necessary to obtain a higher qualification as specified by this Agreement provided that such examinations are held within Australia.
- b. The amount of such leave shall be sufficient to allow the Employee:
  - (i) to proceed to and from the place of examination; and
  - (ii) in addition, to allow three clear days prior to the oral examination and either three clear days or three single days prior to the written papers with a maximum of six days pre-examination study leave in any calendar year.
- c. A Pharmacist Intern shall be granted one clear day pre-examination study leave with full wages and paid sufficient time to allow the Employee to proceed to and from the place of examination to attend the Pharmacy (VI) final examinations.
- d. Any leave granted under the provision of this clause shall be in addition to the provisions of clause 61 - Annual Leave.

## 72 Study Leave

- a. Paid study leave for post-graduate study shall be available to Full Time and Part-Time Employees, however an Employee wishing to take Study Leave in accordance with this clause must apply in writing to the Employer as early as possible prior to the proposed leave date. The Employee's request should include details of the course and institution in which the Employee is enrolled or proposes to enrol and details of the relevance of the course to the Employee's employment.
- b. The Employer will notify the Employee of whether their request for study leave has been approved within 7 days of the application being made.
- c. Study leave as provided for in clause 72a is for 4 hours per week up to 26 weeks per annum.
- d. Paid study leave may be taken as mutually agreed by, for example, 4 hours per week, 8 hours per fortnight or blocks of 38 hours.
- e. A part-time Employee will be paid study leave on a pro-rata basis.

## 73 Professional Development Leave

### 73.1 Additional Schedules

- a. Provisions additional to those prescribed by this clause apply at the following Health Services and are contained in 74 and 75 and.
  - (i) Schedule 8 Royal Women's Hospital
  - (ii) Schedule 9 Royal Children's Hospital
  - (iii) Schedule 10 St. Vincent's Health
- b. Professional Development is the means by which members of a profession maintain, improve and broaden their knowledge and expertise, and develop personal and professional qualities by:
  - (i) reviewing practice; and

- (ii) identifying learning needs; and
- (iii) planning and participating in relevant learning activities; and
- (iv) reflecting on the value of those activities.

### **73.2 Entitlement**

- a. All Employees are entitled to five days' paid Professional Development Leave in addition to other leave entitlements. Part-time Employees are entitled to paid Professional Development Leave on a pro rata basis.
- b. Where a regular and systematic casual (as described at 70.2 (a)(i)) seeks to undertake professional development that is directly relevant to the work undertaken for the Employer, the Employee may apply for paid Professional Development leave. The Employer will not unreasonably refuse the application.
- c. An Employee may utilise Professional Development Leave for part of a single day.
- d. The leave in clause 73.2a is cumulative over two calendar years.
- e. Professional development leave may be utilised for learning activities including but not limited to research, home study, and attendance at conferences and seminars.

### **73.3 Applications**

- a. Applications for Professional Development Leave must be made in writing to the Employer at least six weeks' prior to the proposed leave date, providing that an application made less than six weeks prior to the proposed leave date will still be considered for approval which will not be unreasonably withheld.
- b. Applications for Professional Development Leave may include paid or unpaid leave.
- c. Applications for Professional Development Leave may include the period of time in which the Employee is traveling to and from the learning activity.
- d. An Employee applying to take Professional Development Leave to undertake home study must include details of the relevance of the study to the Employee's employment in the application.
- e. The Employer must, within seven days, notify the Employee in writing whether the leave request is approved. If the leave is not granted, the reasons will be included in the notification to the Employee.
- f. The Employer will not unreasonably withhold approval of the leave.
- g. Except for the conditions in this clause, no other conditions will be attached to the granting of Professional Development Leave.
- h. Where an application for Professional Development Leave which is approved by the Employer covers a period where the Employee would be rostered off (e.g. on weekends, ADOs or after hours), the Employer will provide time in lieu for the period of the course.
- i. For the purposes of clause 73.3h, time in lieu means time for time at ordinary rates and does not include any benefit or payment for any overtime, penalties or allowances under this Agreement which would normally be paid for such periods of duty.
- j. Any dispute about the reasonableness of withholding of approval of Professional Development Leave shall be dealt with under Clause 11 – Dispute Settling Procedure.

## 74 Additional Professional Registration Leave – Psychologists & Pharmacists

In addition to the provisions of clause 73 – Professional Development Leave above, Pharmacists and Psychologists, both full-time and part-time, shall be entitled to two days of paid Professional Development Leave per annum specifically for the purposes of meeting professional registration requirements.

## 75 Reimbursement of Professional Development Leave expenses

- a. An Employee will be entitled to the reimbursement of reasonable expenses incurred in the course of their approved Professional Development Leave, such as:
  - (i) Registration fees, reasonable travel, accommodation and per diem expenses; and/or
  - (ii) Where reasonable, additional childcare expenses where the Employee is the primary care giver of a child or children and has responsibility for the child(ren) during the professional development activity.
- b. When determining whether an expense is a 'reasonable expense' as described at 72(a) above, the Employer will consider amounts set by the Australian Taxation Office (ATO) as adjusted from time to time.
- c. Applications must be made within 14 days of returning from Professional Development Leave and include official receipts identifying the expense incurred.
- d. Reimbursement may be claimed using the claim form pro forma set out in Schedule 14.
- e. The Employer must, within 14 days' of the application for reimbursement notify the Employee of the outcome of the application. In the event that all or part of the application is not approved, the Employer will provide reasons to the Employee in writing.
- f. Any dispute about the reasonableness of expenses and/or failure of the Employer to approve an application for reimbursement of professional development expenses shall be dealt with under Clause 11 – Dispute Settling Procedure.

## 76 Sabbatical Leave

### 76.1 Sabbatical Leave

- a. Sabbatical Leave is only available by mutual agreement between the Employee and the Employer.
- b. Subject to the provisions set out in clause 76.3 of this Agreement, Sabbatical Leave is only available for an Employee who is classified at Grade 3 level or higher, after the completion of a period of six years' continuous service, as defined in clause 9aa.

### 76.2 Definitions

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

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

### 76.3 Entitlement

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

- a. An Employee who has been in the service of the same Health Service for the period specified in clause 76.1b of this Agreement shall be granted up to a maximum of 26 weeks' leave of absence on full salary or wages.
- b. An Employee who meets the eligibility requirements in clause 76.1a and 76.1b above, shall be granted up to a maximum of 26 weeks' leave of absence on full salary or wages.
- c. Sabbatical Leave may be taken in two periods of up to 13 weeks' duration which are taken within 2 years of each other.
- d. The onus of proving a sufficient aggregate of service to support a claim for Sabbatical Leave will rest with the Employee.
- e. The Sabbatical Leave where agreed will be given as soon as practicable having regard to the needs of the Health Service, but the taking of such leave may be postponed to a mutually agreed date.
- f. The Employee's application for sabbatical leave must be in writing and contain adequate details of the proposed programme of study or research.
- g. Subject to clause 76.3c, where an Employee proceeds on Sabbatical Leave of less than 26 weeks' duration, the Employee will be deemed to have received their full entitlement under this clause and they will not be entitled to claim an entitlement representing (in part or in whole) the balance of the 26 weeks (if any). The absence of the Employee on Sabbatical Leave will be prima facie evidence that they have received their full entitlement under this clause. Where Sabbatical Leave is taken in two periods of 13 weeks as allowed under clause 76.3c, the provisions of this paragraph will apply to each 13 week period.
- h. Where an Employee has been granted Sabbatical Leave they may not reapply for Sabbatical Leave until a subsequent qualifying period as specified in clause 76.1b of this Agreement, which will not commence to run until the date of the Employee's return to duty following Sabbatical Leave; provided that where by mutual agreement the Employee has delayed the taking of Sabbatical Leave, that period of service between the end of the qualifying period and the taking of such leave will be included as part of a subsequent qualifying period.

## 77 Blood Donors Leave

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

## 78 Twelve Month Career Breaks

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

## 79 Leave to Engage in Emergency Relief Activities

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

This clause 79 is in addition to any entitlement to unpaid community service leave under the NES.

## 80 Public Holidays

### 80.1 Entitlement to paid time off

- a. An Employee shall be entitled to paid time off (or public holiday payments for time worked) in respect of public holidays in accordance with this clause.
- b. The public holidays to which this clause applies are the days determined under Victorian law as public holidays in respect of the following occasions:
  - (i) New Year's Day, Good Friday, the Saturday immediately before Easter Sunday, Easter Monday, Christmas Day and Boxing Day; and
  - (ii) Australia Day, Anzac Day, Queen's Birthday, Labour Day; and
  - (iii) The Friday before the AFL Grand Final; and
  - (iv) Melbourne Cup Day or in lieu of Melbourne Cup Day, some other day as determined in a particular locality; and
  - (v) any additional public holiday declared or prescribed in Victoria or a locality in respect of occasions other than those set out in 80.1b(i), 80.1b(ii) or 80.1b(iii).
- c. If, in a particular year, no day is determined under Victorian law as a public holiday in respect of any occasion referred to in clause 80.1b(i), 80.1b(ii) or 80.1b(iii), a public holiday will be observed on the actual day specified in clause 80.1b(i), 80.1b(ii) or 80.1b(iii).

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

- a. The following rules regarding public holiday penalties will apply in circumstances where, Christmas Day, Australia Day, Boxing Day, or New Year's Day (**Actual Day**) is a Saturday or a Sunday, and a substitute or additional public holiday is determined under Victorian law on another day in respect of any of those occasions (**Other Day**):
  - (i) If an Employee works on both the Actual Day and the Other Day, week-end penalties shall apply to time worked on the Actual Day and public holiday penalties shall apply to time worked on the Other Day.
  - (ii) If an Employee works on the Other Day and not the Actual Day, the Employee will receive public holiday entitlements for time worked on the Other Day.
  - (iii) If an Employee works on the Actual Day and not the Other Day, public holiday penalties (but not weekend penalties) shall apply to the Actual Day.

- (iv) The Employee shall only receive the public holiday penalties for either the Actual Day or the Other Day, but not both.

**80.3 Public Holiday Pay For Part Time Staff Rostered Off**

- a. To determine the entitlement to public holidays for part-timers rostered off on a public holiday the following shall apply:
  - (i) Where a public holiday occurs on a day a part-time Employee normally works, but the Employee is not required to work, the Employee is entitled to receive the public holiday benefit as prescribed by clause 80.1.
  - (ii) Where a public holiday occurs on a day a part-time Employee is not rostered to work the Employee shall receive payment according to the formula in clause 80.3(iii).
  - (iii) Average weekly hours over the previous six months are to be determined and a pro-rata payment made, regardless of whether the Employee would ever work on that day of the week.

Example:

Average Hours	Shift Length	Base Payment	Penalty	Payment
24/38 hours	X 8 hours (Where the ordinary shift length is 8 hours)	5.05 hours	T 1.0	5.05
20/38 hours	X 10 hours (Where the ordinary shift length is 10 hours)	5.26	T1.0	5.26 hours

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

**80.4 Substitution of one public holiday for another**

- a. An Employer and Employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES or this Agreement.
- b. An Employer and Employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES or this Agreement.
- c. Where an agreement under subclause 80.4a or 80.4b is reached, it will be recorded in writing and a copy given to the Employee.

**80.5 Payment For Time Worked On A Public Holiday**

- a. An Employee, other than a casual Employee, who works (excepting on recall) on a public holiday which applies under clause 80.1 shall:

- (i) In addition to being paid for the day at the ordinary rate, be paid for the time so worked, or to take time off in lieu at the appropriate penalty rate, with a minimum of four hours' wages at the rate of:
  - (A) 100% if the public holiday occurs Monday to Friday
  - (B) 150% if the public holiday occurs on a Saturday or Sunday; or
  - (C) be entitled to time off at equivalent to the hours worked if the public holiday occurs on a Monday to Friday with a minimum of four hours' time off, or amounting to one and a half times the hours worked where the public holiday falls on a weekend with a minimum of six hours' time off without loss of pay; such time off to be taken at a time mutually convenient to the Employer and Employee within one month of the day on which the Employee worked, provided that where an Employee is entitled to a full working day off, such time off work may be added to the Employee's annual leave by mutual consent.
- b. Provided that where a pharmacist works overtime on a public holiday which occurs on a weekend, this clause shall prevail over subclause 56.4
- c. An Employee who is recalled to duty and works on any public holiday which applies under clause 80 shall be paid from the time of receiving the recall until the time of finishing such recall duty with a minimum of three hours' payment for each such recall at the rate of time and a half in addition to the hourly rate for ordinary time under this Agreement.
- d. A casual Employee who works on a public holiday which applies under clause 80 shall be paid for the time so worked with a minimum of four hours' wages, inclusive of casual loading, at the rate of:
  - (i) 250% if the public holiday occurs Monday to Friday
  - (ii) 312.5% if the public holiday occurs on a Saturday or Sunday

**80.6 Public holidays occurring on rostered days off**

- a. Subject to sub-clauses 80.6c below, a full-time Employee shall be entitled to receive one day's pay in addition to the weekly wage or one day off at a time convenient to the Employer without loss of pay in lieu thereof where such holiday occurs on their rostered day off.
- b. This subclause does not apply to full-time Employees who normally work Monday to Friday only.
- c. Where clause 80.2a applies, and:
  - (i) the Employee is rostered off for both the Actual Day and the Other Day(as described in 80.2a), then only one day's payment will be made under paragraph 80.6a; or
  - (ii) the Employee works only on one of either the Actual Day or Other Day and receives public holiday rates for the day worked, the Employee will not receive a payment under paragraph 80.6a in respect of the day not worked.

## 80.7 Public Holiday Night Duty

- a. An Employee who works on a night shift which begins or ends on a Public Holiday will receive:
- (i) the Public Holiday penalty rate, for the time worked on the Public Holiday (with a minimum of 4 hours at the public holiday rate in respect of that public holiday); and
  - (ii) the rate which would ordinarily apply, for time worked other than on the public holiday; and
  - (iii) at the pro rata public holiday rostered off benefit for that part of a shift that falls on the public holiday that they are not rostered to work and do not work.

## 81 Cultural and Ceremonial Leave

- a. The Employer may approve attendance during working hours by an Employee of Aboriginal or Torres Strait Islander descent at any Aboriginal or Torres Strait Islander community meetings, except the Annual General Meetings of Aboriginal or Torres Strait Islander community organisations at which the election of office bearers will occur.
- b. The Employer may grant an Employee of Aboriginal or Torres Strait Islander descent accrued annual or other leave to attend the Annual General Meetings of Aboriginal or Torres Strait Islander community organisations at which the election of office bearers will occur.
- c. Ceremonial leave without pay may be granted to an Employee of Aboriginal or Torres Strait Islander descent for ceremonial purposes:
- (i) connected with the death of a member of the immediate family or extended family (provided that no Employee shall have an existing entitlement reduced as a result of this clause); or
  - (ii) for other ceremonial obligations under Aboriginal or Torres Strait Islander law.
- d. Ceremonial Leave granted under this clause is in addition to compassionate leave granted under this Agreement.
- e. Where an Employer receives a request to substitute a public holiday in accordance with clause 80.4 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.

An Employer will not unreasonably refuse a request to substitute a public holiday under this subclause.

## 82 Family Violence Leave

### 82.1 General Principle

- a. The Employer recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or



performance at work. Therefore, the Employer is committed to providing support to staff that experience family violence.

- b. Leave for family violence purposes is available to Employees who are experiencing family violence, and also to allow them to be absent from the workplace to attend counselling appointments, legal proceedings and other activities related to, and as a consequence of, family violence.

## **82.2 Definition of Family Violence**

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

## **82.3 Eligibility**

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

## **82.4 General Measures**

- a. Evidence of family violence may be required and can be in the form an agreed document issued by the Police Service, a Court, a registered health practitioner, a Family Violence Support Service, district nurse, maternal and health care nurse or Lawyer. A signed statutory declaration can also be offered as evidence.
- b. All personal information concerning family violence will be kept confidential in line with the Employer's policies and relevant legislation. No information will be kept on an Employee's personnel file without their express written permission.
- c. No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing family violence.
- d. The Employer will identify contact/s within the workplace who will be trained in family violence and associated privacy issues. The Employer will advertise the name of any Family Violence contacts within the workplace.
- e. An Employee experiencing family violence may raise the issue with their immediate supervisor, Family Violence contacts, union delegate or nominated Human Resources contact. The immediate supervisor may seek advice from Human Resources if the Employee chooses not to see the Human Resources or Family Violence contact.
- f. Where requested by an Employee, the Human Resources contact will liaise with the Employee's manager on the Employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with clause 82.5 and clause 82.6.
- 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.

## **82.5 Leave**

- a. An Employee experiencing family violence will have access to 20 days per year of paid special leave following an event of family violence and for related purposes such as medical appointments, legal proceedings and other activities related to family violence (this leave is not cumulative but if the leave is exhausted consideration will be given to providing additional leave). This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.

- b. An Employee who supports a person experiencing family violence may utilise their personal/carer's leave entitlement to accompany them to court, to hospital, or to care for children. The Employer may require evidence consistent with clause 82.4a from an Employee seeking to utilise their personal/carer's leave entitlement.
- c. Employees who are not eligible for leave under this clause 82 may be entitled to unpaid family and domestic violence in accordance with the NES.

## 82.6 Individual Support

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

## 83 Special Disaster Leave

- a. Special disaster leave of up to 3 days per calendar year is payable where:
  - (i) the Employee is a full time or part time employee;
  - (ii) Personal/Carer's Leave is not available either because the Employee has exhausted the accrual or the circumstance does not qualify for Personal Leave; and
  - (iii) the Employee is unable to attend work due to a disaster (such as fire or flood) where:
    - (A) the Employee's residence is damaged or under imminent threat of major damage;
    - (B) the lives or safety of their immediate family or household members are threatened; or
    - (C) 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.

- b. Special disaster leave is non-cumulative.

## 84 Absences on Defence Leave

- a. A Full-time or Part-time Employee absent on defence service will be reimbursed by the Employer an amount equal to the difference between:
  - (i) the amount paid in respect of a period during which the Employee was absent on defence service; and
  - (ii) 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.
- b. 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.
- c. 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 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 the 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 Sunday and Monday evening shifts, less the amount of payment (not including reimbursements) from the Defence Service for the equivalent time of the Sunday and Monday evening shifts.

## 85 Gender Transition Leave

- a. The Employer encourages a culture that is supportive of transgender and gender diverse Employees and recognises the importance of providing a safe environment for Employees undertaking gender transition.
- b. Gender Transition refers to the process where a transgender Employee commences living as a member of another gender. This is sometimes referred to 'affirming' their gender. This may occur through medical, social or legal changes.
- c. Employees may give effect to their transition in a number of ways and are not required to be undergoing specific types of changes, such as surgery, to access leave under this clause.

### 85.2 Amount of gender transition leave

- a. An Employee (other than a Casual Employee) who commences living as a member of another gender is entitled Gender Transition Leave for the purpose of supporting the Employee's transition. Gender Transition Leave will comprise:
  - (i) up to 4 weeks (20 days) paid leave for essential and necessary gender affirmation procedures, and
  - (ii) up to 48 weeks of unpaid leave.

- b. The Gender Transition Leave entitlements outlined in clause 85.2a are available to be taken by the Employee within the first 52 weeks after they commence living as a member of another gender.
- c. Essential gender affirmation procedures may include:
  - (i) medical or psychological appointments, or
  - (ii) hormonal appointments, or
  - (iii) surgery and associated appointments, or
  - (iv) appointments to alter the Employee's legal status or amend the Employee's gender on legal documentation, or
  - (v) any other similar necessary appointment or procedure to give effect to the Employee's transition as agreed with the Employer.
- d. An Employee who is entitled to unpaid Gender Transition Leave may, in conjunction with all or part of that leave utilise accrued Annual or Long Service Leave, provided that the combined total of all paid and unpaid leave taken does not exceed 52 continuous weeks.
- e. Gender Transition Leave may be taken as consecutive, single or part days as agreed with the Employer.
- f. Leave under this clause will not accrue from year to year and cannot be cashed out on termination of employment.

### **85.3 Gender Transition Leave – Casual employees**

Casual Employees are entitled to access unpaid leave of up to 52 continuous weeks duration for gender transition purposes.

### **85.4 Notice and evidence requirements**

- a. An Employee seeking to access Gender Transition Leave must provide the Employer with at least 4 weeks' written notice of their intended commencement date and expected period of leave, unless otherwise agreed by the Employer.
- b. An Employee seeking to access Gender Transition Leave may be required to provide suitable supporting documentation or evidence of their attendance at essential gender affirmation procedures. This may be in the form of a document issued by an AHPRA Registered Practitioner, a lawyer, or a State, Territory or Federal government organisation, statutory declaration or other suitable supporting documentation.

## **PART 9: TRANSPORT, TOLLS AND VEHICLE ALLOWANCE**

### **86 Travelling Transport and Fares**

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

### **87 Reimbursement of Road Tolls**

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

## **PART 10: ACCIDENT PAY, CLOTHING, EQUIPMENT ALLOWANCES**

### **88 Fitness for Work**

#### **88.1 Fit for Work**

- a. The Employer is responsible for providing a workplace that is safe and without risk to health for Employees, so far as is reasonably practicable.
- b. Each Employee is responsible for ensuring that they are fit to perform their duties without risk to the safety, health and well-being of themselves and others within the workplace. This responsibility includes compliance with reasonable measures put in place by the Employer and any related occupational health and safety requirements.
- c. In the event the Employee's manager forms a reasonable belief as defined at subclause 88.1d below that an Employee may be unfit to perform their duties, the manager will discuss their concerns with the Employee in a timely manner to promote physical, mental and emotional health so that Employees can safely undertake and sustain work.
- d. In this clause reasonable belief means a belief based on sufficient evidence that supports a conclusion on the balance of probabilities.
- e. In this clause treating medical practitioner may, where relevant, also include programs such as the Nursing and Midwifery Health Program Victoria, or a psychologist.
- f. The Employer will:
  - (i) take all reasonable steps to give the Employee an opportunity to answer any concerns;
  - (ii) recognise the Employee's right to have a representative, including a Union representative, at any time when meeting with the Employer;
  - (iii) genuinely consider the Employee's response with a view to promoting physical, mental and emotional health so that Employees can safely undertake and sustain work; and
  - (iv) take these responses into account in considering whether reasonable adjustments can be made in order that the Employee can safely undertake and sustain work.
- g. Where, after discussion with the Employee, the Employer continues to have a reasonable belief that the Employee is unfit to perform the duties, the Employer may request the Employee's consent to obtain a report from the Employee's treating medical practitioner regarding the Employee's fitness for work. Where consent is given, the Employer will provide to the Employee, in writing, the concerns that form the basis of the reasonable belief to assist the Employee's treating medical practitioner.
- h. Where the Employee attends a medical practitioner under subclause 88.1g above:
  - (i) the Employee will provide a copy of the employer's correspondence to the medical practitioner; and

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

## 88.2 Reasonable Adjustments

- a. Where Employees have a disability (whether permanent or temporary) the Employer is required to make reasonable adjustments to enable the Employee to continue to perform their duties, subject to subclause 88.2b 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.

## 89 Definitions

- a. Disability has the same meaning as section 4 of the *Equal Opportunity Act 2010 (Vic) (EO Act)* and includes:
  - (i) total or partial loss of a bodily function; or
  - (ii) presence in the body of organisms that may cause disease;
  - (iii) total or partial loss of a part of the body; or
  - (iv) 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.
- b. Reasonable adjustments has the same meaning as section 20 of the EO Act and requires consideration of all relevant facts and circumstances including:
  - (i) the Employee's circumstances, including the nature of the disability;
  - (ii) the nature of the Employee's role;
  - (iii) the nature of the adjustment required to accommodate the Employee's disability;
  - (iv) the financial circumstances of the Employer;
  - (v) the size and nature of the workplace and the Employer's business;
  - (vi) 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;
  - (vii) the consequences for the Employer in making the adjustment,
  - (viii) the consequences for the Employee in not making the adjustment.

## 90 Accident Pay

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

## 90.1 Definitions

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

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

## 90.2 Total Incapacity

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

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

## 90.3 Partial Incapacity

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

- a. The total amount of compensation paid to the Employee during the period of incapacity under the Compensation Act for the period in question together with the average weekly amount they are earning; and
- b. the total weekly rate payable under this Agreement inclusive of casual loadings,, as varied from time to time, and any weekly over-Agreement payment being paid to the Employee at the date of the injury which would have been payable for the Employee's classification for the week in question if they had been performing their normal duties, provided that:

in making such calculation any payment for overtime earnings, shift premiums, penalty rates and any other ancillary payment payable by the Employer shall not be taken into account.

## 90.4 Payment For Part Of A Week

Where an Employee is totally incapacitated or partially incapacitated for part of a week, such an Employee shall receive pro rata accident pay for that part of the week. That is, the Employee shall be paid their ordinary pay, for that part of the week in which he/she worked or was on paid leave. For the part of the week that he/she is incapacitated or



partially incapacitated, the Employee shall be paid an amount equal to the difference between the amount he/she would have earned for the part of the week if he/she had been performing their normal duties and the amount of compensation paid to the Employee under the Compensation Act for the part of the week he/she was incapacitated.

### **90.5 Qualifications For Payment**

- a. Subject to the terms of this clause, an Employee covered by this Agreement shall, upon receiving payment of weekly compensation and continuing to receive such payment for incapacity under the Compensation Act, be paid accident pay by their Employer who is liable to pay compensation under the Compensation Act, which liability may be discharged by another person on behalf of the Employer, provided that:
  - (i) Accident pay shall not apply to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks and then, subject to 90.5d and to the maximum period of payment prescribed elsewhere herein, accident pay shall apply only to the period of incapacity after the first two weeks.
  - (ii) Accident pay shall only be payable to an Employee whilst that Employee remains in the employment of the Employer by whom they were employed at the time of the incapacity and then only for such period as they received a weekly payment under the Compensation Act. Provided that if an Employee who is partially incapacitated cannot obtain suitable employment from their Employer but such alternative employment is available with another employer then the relevant amount of accident pay shall still be payable.
- b. Provided further that in the case of the termination by an Employer of an Employee who is incapacitated and receiving accident pay, accident pay shall continue to apply subject to the provisions of this clause except in those cases where the termination is due to serious and/or wilful misconduct on the part of the Employee.
- c. In order to qualify for the continuance of accident pay on termination an Employee shall if required provide evidence to the Employer of the continuing payment of weekly payments of compensation.
- d. Subject to this clause, accident pay shall not apply in respect of any injury during the first five normal working days of incapacity. Provided however that in the case of an Employee who contracts an infectious disease in the course of duty and is entitled to receive compensation for that disease shall receive accident pay from the first day of incapacity.
- e. In relation to industrial diseases contracted by a gradual process or injury subject to recurrence, aggravation, or acceleration, such injuries or diseases shall not be subject to accident pay unless the Employee has been employed with the Employer at the time of the incapacity for a minimum period of one month.
- f. On engagement, an Employee may be required to declare all workers compensation and/or accident claims made under the Compensation Act in the previous five years and in the event of defaults or inaccurate information being deliberately and knowingly declared the Employer may require the Employee to forfeit their entitlement to accident pay under this award.

### **90.6 Maximum Period Of Payment**

The maximum period or aggregate period of Accident Pay to be made by the Employer shall be a total of 26 weeks for any one injury as defined in 90.1 Provided that in respect of an Employee receiving or entitled to receive accident pay on or after 1 January 1981, the maximum period or aggregate of periods shall be a total of 39 weeks for any one injury as defined.

### **90.7 Absences On Other Than Paid Leave**

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

### **90.8 Notice Of Injury**

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

### **90.9 Medical Examination**

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

### **90.10 Cessation Or Redemption Of Weekly Payments**

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

### **90.11 Civil Damages**

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

Employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

### **90.12 Insurance Against Liability**

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

### **90.13 Variations In Compensation Rates**

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

### **90.14 Death Of An Employee**

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

### **90.15 Commencement**

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

## **91 Child Care Costs**

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

## **92 Telephone Allowance**

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

## **93 Uniform Allowance**

- a. The Employer shall reimburse the cost of a minimum of two washable coats per week. However, where Pharmacists are provided with minimum of two washable coats per week, the allowance shall not apply. Where a Locum is required to provide their own coats the Employer shall reimburse the laundering cost to the Locum, except where the laundering is arranged by the Employer at the Employer's cost.

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

## **PART 11: CLINICAL SUPERVISION OF PSYCHOLOGISTS AND OTHER MATTERS**

### **94 Psychologist Supervisor Training**

- a. A psychologist who meets the PBA requirements will be approved to undertake supervisor training on request.
- b. The Employer will pay reasonable costs, to undertake a PBA approved supervisor training course. "Reasonable costs" include (but are not limited to) course fees and time release without loss of pay to undertake the training.
- c. Applications will be responded to within 14 days.

### **95 Clinical Supervision of Psychologists**

- a. Grade 1 and Grade 2 Psychologists will be provided with individual fortnightly clinical supervision from a psychologist classified as Grade 3 and above.
- b. Grade 3, Grade 4, Grade 5 and Grade 6 Psychologists will be provided with a minimum of 10 hours of individual clinical supervision per annum plus an additional 12 hours per annum peer supervision, as defined by the PBA.
- c. A psychologist who is employed part time will be provided with pro-rata supervision, as per their EFT fraction.
- d. A Psychologist Grade 3 shall be provided with regular professional supervision by a Psychologist Grade 4 or above. Where there is no Psychologist Grade 4 or above employed in the service, external supervision shall be provided.
- e. Individual clinical supervision will be provided in person by a more senior psychologist employed in the same clinical service. Where there are difficulties in providing face to face supervision to Psychologists Grades 4 and 5, alternative options for supervision will be offered and agreed with the psychologist, the Employer and the proposed supervisor, consistent with PBA guidelines.
- f. The Employer shall support the Grade 6 psychologist to seek external supervision from another Senior Psychologist. This support includes payment for supervision and time to attend supervision. External supervision arrangements will be agreed between the psychologist, the employer and the proposed supervisor.
- g. Supervision will be provided by a PBA approved supervisor who has a skill set appropriate to the needs of the supervisee and their role, provided that a supervisor who located outside Australia shall not be required to be a PBA approved supervisor.
- h. It is preferred, where possible, that the supervisor is not the line manager of the psychologist. In smaller services where there is limited capacity to provide supervision by senior psychologists employed by the employer, apart from the line manager, alternatives for supervision will be explored and negotiated with the psychologist, the employer and the proposed supervisor, consistent with PBA guidelines. The psychologist may agree for the clinical supervision to be provided by the line manager. Where there is not agreement and the psychologist believes that there may be difficulties if they are supervised by their manager, subclause 95k of this clause will apply.
- i. Where the PBA minimum requirements for individual clinical supervision exceed the hours set out above, for example supervision of Psychologists

Grade 1 who are employed outside University placements with PBA approval, Grade 1 Interns or Grade 2 Registrars, the employer will provide sufficient supervision to meet the PBA requirements.

- j. Where the individual supervision of a Psychologist Grade 3 and above cannot be provided by a supervisor with the appropriate skill set at the same worksite, or employed in the same clinical service, the employer shall provide and pay for external supervision. External supervision arrangements will be agreed between the psychologist, the employer and the proposed supervisor.
- k. It is recognised that there may be difficulties between a psychologist and their proposed clinical supervisor which may impair the supervisory relationship, or that such difficulties may develop. In such instances the psychologist may request a change of supervisor, which will be agreed between the psychologist, the employer and the proposed supervisor.

## 96 No Restraint of Patients

- a. A Psychologist will not be required to physically restrain a patient, except in circumstances where there is an immediate duty of care to maintain safety.
- b. Nothing in this clause affects the role a Psychologist may have in participating in de-escalation or other activity other than physical restraint in response to a Code.

## 97 Amenities

- a. A Psychologist will, as far as reasonably practicable, have access to:
  - (i) an office space,
  - (ii) technology, including a computer and/or laptop, telephone and mobile phone and storage facilities, and
  - (iii) clinical spaces to see patients,that is appropriate having regard to the work performed by the Psychologist, including the need for privacy in clinical and professional activities (including clinical supervision and leadership responsibilities).
- b. Having regard to the clinical duties performed by a Psychologist, and as far as reasonably practicable, a Psychologist will not be required to share clinical spaces or hot desk for the purpose of performing clinical duties. In the event that a Psychologist is required to share a clinical space or hot desk for the purpose of performing clinical duties, the Employer will, as far as reasonably practicable, give consideration to alternatives, such as remote working locations (including work from home) or appropriate on-site breakout space. Agreement to alternative arrangements will not be unreasonably refused.
- c. Where a Psychologist performs work from home and/or undertake consultations using Telehealth, the Psychologist will be provided with appropriate equipment (including mobile phones and computers) and secure communications software.
- d. Where the Employer is considering construction or refurbishment of facilities a Psychologist uses, the Employer will consider the items outlined in sub-clause 97a and consult in accordance with clause 30 of the Agreement.
- e. In the event that items identified in 97a and 97b are unable to be provided, the Psychologist will immediately raise concerns with their supervisor and/or manager who will work to resolve the concerns in the event that the concerns

cannot be immediately resolved, the Employer will develop strategies to mitigate concerns.

- f. Where a Psychologist has concerns regarding the safety of clinical spaces, the Psychologist will raise any concerns and the Employer will respond in accordance with existing internal Occupational Health and Safety processes.
- g. Nothing in this clause prevents a Government directive related to occupational health and safety or items in this clause from taking precedence.

## 98 Royal Commission Working Group

- a. The VHIA and HSU (the Parties) acknowledge that the implementing the outcomes of the Reports (including its Interim Report) of the Royal Commission into Victoria's Mental Health System (Royal Commission) may require changes to this Agreement as it applies to the employment of Psychologists and/or any other disciplines, for example, Pharmacists and Dietitians.
- b. This clause provides a framework for ensuring the Parties are able to properly consider any industrial implications arising from the Royal Commission Reports, and any provisions of this Agreement that may require amendment in order to accommodate the implementation of any Report arising from the Royal Commission.

### 98.2 Consultation Process

Nothing in this Agreement impacts upon or derogates from any Government or Department of Health initiated consultation process with the HSU and other stakeholders regarding the implementation of the Royal Commission Reports, including legislative changes. Such consultation processes may occur prior to, or concurrently with the functions of the Working Group.

### 98.3 Working Group Structure

- a. The parties agree to establish a Royal Commission Working Group (RCWG) as soon as practicable but in any case no later than 1 month after the commencement of the Agreement.
- b. The working Committee will consist of representatives from:
  - (i) HSU
  - (ii) Department of Health
  - (iii) VHIA
  - (iv) Others as invited by the Committee
- c. The RCWG will be chaired by an independent third party agreed by the parties, or where agreement cannot be reached, by a person nominated by the Minister of Mental Health.
- d. The RCWG will meet every two months or as required in order to complete its objectives.

### 98.4 Working Group Objectives

The Working Group will be responsible for delivering the following outcomes:

- a. identifying those recommendations and proposals of the Royal Commission which have implications for the operation of the Agreement.

- b. Identifying any amendments to the Agreement necessary to give effect to the Royal Commission recommendations and proposals and the implementation of those recommendations and proposals.
- c. Seek to reach consensus on any necessary amendments to the Agreement.
- d. Seek to address and resolve any significant industrial issues associated with the implementation of the Royal Commission recommendations and proposals and the process of legislative changes.
- e. Considering and responding to any specific requests from the Department of Health.

### **98.5 Implementation**

In addition to the Objectives listed at 98.4 the RCWG will consider how it could assist in supporting the implementation of the Royal Commission recommendations.

### **98.6 Variation of Agreement**

For the avoidance of doubt, the collaboration contained within this clause would occur prior to, and does not replace or imply support for, any formal process for varying the agreement under Part 2–4 of the Act.



# SIGNATORIES

**Executed as an agreement**

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



Stuart McCullough  
Chief Executive Officer

88 Marbyrnong St.  
Footscray VIC 3011

Date: 28 OCTOBER 2012

**In the presence of:**



Witness (signature)



Name of witness (print)

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



.....  
Matt Hammond  
Secretary Health Services Union Victoria No 4 Branch

Level 1/62 Lygon Street  
Carlton VIC 3053

Date: 28 October 2022

**In the presence of:**

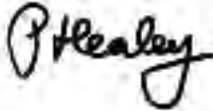


.....  
Witness (signature)

Paul Elliott

.....  
Name of witness (print)

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



.....  
Paul Healey  
Secretary Health Services Union Victoria No 2 Branch  
7 Grattan Street  
Carlton VIC 3053

Date: 2 November 2022

**In the presence of:**



.....  
Witness (signature)

Kate Marshall

.....  
Name of witness (print)

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## SCHEDULE 1: Employer Parties

Albury Wodonga Health (Wodonga Hospital only)  
Alexandra District Hospital  
Alfred Hospital  
Alpine Health  
Austin Health  
Bairnsdale Regional Health Service  
Barwon Health  
Bass Coast Regional Health  
Beechworth Health Service  
Benalla Health Service  
Bendigo Health Care Group  
Calvary Health Bethlehem Hospital Ltd  
Central Gippsland Health Service  
Central Highlands Rural Health (formerly Hepburn Health and Kyneton Health)  
Colac Area Health  
Corryong Health  
Dhelkaya Health (formerly Castlemaine Health and Maldon Hospital)  
East Grampians Health Service  
East Wimmera Health Service  
Eastern Health  
Echuca Regional Health  
Gippsland Southern Health Service  
Goulburn Valley Health  
Grampians Health (formerly Ballarat Health Service, Stawell Regional Health and Wimmera Health Care Group)  
Heywood Rural Health  
Hesse Rural Health Service  
Kerang District Health Service  
Kilmore & District Hospital  
Kooweerup Regional Health Service  
Kyabram District Health  
Latrobe Regional Hospital  
Mansfield District Hospital  
Maryborough District Health Service  
Melbourne Health  
Mercy Hospitals Victoria Limited  
Mildura Base Hospital  
Monash Health  
Moyne Health Services  
NCN Health (formerly Nathalia District Hospital, Cobram District Health and Nurmurkah District Health Service)  
Northeast Health Wangaratta

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

## SCHEDULE 2: Rates of Pay and Allowances

### RATES OF PAY

PSR Code	Descriptor	Grade	Year	Current Rate	FFPPOA 1-Dec-21	FFPPOA 1-Dec-22	FFPPOA 1-Dec-23	FFPPOA 1-Dec-24
					2%	2%	2%	2%
CR4	Audiologist	1	1	\$1,403.10	\$1,431.20	\$1,459.80	\$1,489.00	\$1,518.80
CR5			2	\$1,471.30	\$1,500.70	\$1,530.70	\$1,561.30	\$1,592.50
CR6			3	\$1,544.80	\$1,575.70	\$1,607.20	\$1,639.30	\$1,672.10
CR10			4	\$1,622.70	\$1,663.30	\$1,696.60	\$1,730.50	\$1,765.10
CR7		2	1	\$1,678.60	\$1,712.20	\$1,746.40	\$1,781.30	\$1,816.90
CR8			2	\$1,728.50	\$1,763.10	\$1,798.40	\$1,834.40	\$1,871.10
CR9			3	\$1,761.50	\$1,796.70	\$1,832.60	\$1,869.30	\$1,906.70
CS1			4	\$1,890.10	\$1,937.40	\$1,976.10	\$2,015.60	\$2,055.90
CS2		3	1	\$1,933.40	\$1,972.10	\$2,011.50	\$2,051.70	\$2,092.70
CS3			2	\$1,999.80	\$2,039.80	\$2,080.60	\$2,122.20	\$2,164.60
CS4			3	\$2,052.30	\$2,093.30	\$2,135.20	\$2,177.90	\$2,221.50
CS5			4	\$2,190.60	\$2,245.40	\$2,290.30	\$2,336.10	\$2,382.80
CR11		4	1 & 2	\$2,265.90	\$2,311.20	\$2,357.40	\$2,404.50	\$2,452.60
CR12			3 & 4	\$2,384.10	\$2,431.80	\$2,480.40	\$2,530.00	\$2,580.60
CR13			5	\$2,622.00	\$2,687.60	\$2,741.40	\$2,796.20	\$2,852.10
		Deputy Director Allied Health			\$2,964.60	\$3,038.70	\$3,099.50	\$3,161.50
	Director Allied Health			\$3,210.90	\$3,291.20	\$3,357.00	\$3,424.10	\$3,492.60
<b>Clinical Perfusionists</b>								
AZ1	Clinical Perfusionist	1	1	\$1,131.30	\$1,153.90	\$1,177.00	\$1,200.50	\$1,224.50
AZ2			2	\$1,212.50	\$1,236.80	\$1,261.50	\$1,286.70	\$1,312.40
AZ3			3	\$1,313.30	\$1,339.60	\$1,366.40	\$1,393.70	\$1,421.60
AZ4			4	\$1,403.10	\$1,431.20	\$1,459.80	\$1,489.00	\$1,518.80
AZ5			5	\$1,471.30	\$1,500.70	\$1,530.70	\$1,561.30	\$1,592.50
AZ6			6	\$1,544.80	\$1,575.70	\$1,607.20	\$1,639.30	\$1,672.10
AZ7			7	\$1,622.70	\$1,663.30	\$1,696.60	\$1,730.50	\$1,765.10
EZ1		2	1	\$1,678.60	\$1,712.20	\$1,746.40	\$1,781.30	\$1,816.90
EZ2			2	\$1,728.50	\$1,763.10	\$1,798.40	\$1,834.40	\$1,871.10
EZ3			3	\$1,829.70	\$1,866.30	\$1,903.60	\$1,941.70	\$1,980.50
EZ4			4	\$1,957.80	\$1,997.00	\$2,036.90	\$2,077.60	\$2,119.20
EZ5			5	\$1,999.80	\$2,039.80	\$2,080.60	\$2,122.20	\$2,164.60
EZ6			6	\$2,052.30	\$2,093.30	\$2,135.20	\$2,177.90	\$2,221.50
EZ7			7	\$2,211.40	\$2,266.70	\$2,312.00	\$2,358.20	\$2,405.40
FZ1		3	1	\$2,265.90	\$2,311.20	\$2,357.40	\$2,404.50	\$2,452.60
FZ2			2	\$2,384.10	\$2,431.80	\$2,480.40	\$2,530.00	\$2,580.60
FZ3			3	\$2,622.00	\$2,687.60	\$2,741.40	\$2,796.20	\$2,852.10
TT12		4	-	\$2,964.60	\$3,038.70	\$3,099.50	\$3,161.50	\$3,224.70

SCHEDULE 2: Rates of Pay and Allowances

<b>Dietitians</b>								
AI1	Dietitian	1	1	\$1,149.60	\$1,172.60	\$1,196.10	\$1,220.00	\$1,244.40
AI2			2	\$1,192.80	\$1,216.70	\$1,241.00	\$1,265.80	\$1,291.10
AI3			3	\$1,289.20	\$1,315.00	\$1,341.30	\$1,368.10	\$1,395.50
AI4			4	\$1,367.90	\$1,395.30	\$1,423.20	\$1,451.70	\$1,480.70
AI5			5	\$1,459.60	\$1,488.80	\$1,518.60	\$1,549.00	\$1,580.00
AI6			6	\$1,550.70	\$1,581.70	\$1,613.30	\$1,645.60	\$1,678.50
AI7			7	\$1,628.70	\$1,669.40	\$1,702.80	\$1,736.90	\$1,771.60
AJ1		2	1	\$1,678.60	\$1,712.20	\$1,746.40	\$1,781.30	\$1,816.90
AJ2			2	\$1,728.50	\$1,763.10	\$1,798.40	\$1,834.40	\$1,871.10
AJ3			3	\$1,761.50	\$1,796.70	\$1,832.60	\$1,869.30	\$1,906.70
AJ4			4	\$1,890.10	\$1,937.40	\$1,976.10	\$2,015.60	\$2,055.90
AK1		3	1	\$1,890.10	\$1,927.90	\$1,966.50	\$2,005.80	\$2,045.90
AK2			2	\$1,940.40	\$1,979.20	\$2,018.80	\$2,059.20	\$2,100.40
AK3			3	\$2,002.80	\$2,042.90	\$2,083.80	\$2,125.50	\$2,168.00
AK4			4	\$2,190.60	\$2,245.40	\$2,290.30	\$2,336.10	\$2,382.80
JC1		4	1	\$2,195.90	\$2,239.80	\$2,284.60	\$2,330.30	\$2,376.90
JC2			2	\$2,270.00	\$2,315.40	\$2,361.70	\$2,408.90	\$2,457.10
JC3			3	\$2,344.50	\$2,391.40	\$2,439.20	\$2,488.00	\$2,537.80
JC4			4	\$2,419.70	\$2,468.10	\$2,517.50	\$2,567.90	\$2,619.30
JC41			5	\$2,622.00	\$2,687.60	\$2,741.40	\$2,796.20	\$2,852.10
JC51	Manager D&N Services			\$2,964.60	\$3,038.70	\$3,099.50	\$3,161.50	\$3,224.70
<b>Genetic Counsellors</b>								
WW1	Genetic Counsellor	1	1	\$1,223.20	\$1,247.70	\$1,272.70	\$1,298.20	\$1,324.20
WW2			2	\$1,306.30	\$1,332.40	\$1,359.00	\$1,386.20	\$1,413.90
WW3			3	\$1,416.20	\$1,451.60	\$1,480.60	\$1,510.20	\$1,540.40
WW4		2	1	\$1,678.60	\$1,712.20	\$1,746.40	\$1,781.30	\$1,816.90
WW5			2	\$1,728.50	\$1,763.10	\$1,798.40	\$1,834.40	\$1,871.10
WW6			3	\$1,761.50	\$1,796.70	\$1,832.60	\$1,869.30	\$1,906.70
WW7			4	\$1,889.90	\$1,927.70	\$1,966.30	\$2,005.60	\$2,045.70
WW8		3	5	\$1,909.30	\$1,957.00	\$1,996.10	\$2,036.00	\$2,076.70
WW9			1	\$1,909.30	\$1,947.50	\$1,986.50	\$2,026.20	\$2,066.70
WW10			2	\$1,984.20	\$2,023.90	\$2,064.40	\$2,105.70	\$2,147.80
WW11			3	\$2,067.40	\$2,108.70	\$2,150.90	\$2,193.90	\$2,237.80
WW12		4A	4	\$2,171.50	\$2,225.80	\$2,270.30	\$2,315.70	\$2,362.00
WW13			1	\$2,240.20	\$2,285.00	\$2,330.70	\$2,377.30	\$2,424.80
WW14			2	\$2,345.60	\$2,404.20	\$2,452.30	\$2,501.30	\$2,551.30
WW15		4B	-	\$2,429.80	\$2,490.50	\$2,540.30	\$2,591.10	\$2,642.90
	Senior Genetic Counsellor	5	-	\$2,656.20	\$2,722.60	\$2,777.10	\$2,832.60	\$2,889.30
<b>Pharmacists</b>								
RQ9	Pharmacy Student			\$921.69	\$940.10	\$958.90	\$978.10	\$997.70
SQ1	Pharmacy Intern			\$949.90	\$989.40	\$1,009.20	\$1,029.40	\$1,049.90



SCHEDULE 2: Rates of Pay and Allowances

SW5			1	\$1,212.50	\$1,236.80	\$1,261.50	\$1,286.70	\$1,312.40	
SW6			2	\$1,282.30	\$1,307.90	\$1,334.10	\$1,360.80	\$1,388.00	
SW7			3	\$1,403.10	\$1,431.20	\$1,459.80	\$1,489.00	\$1,518.80	
SW8			4	\$1,471.30	\$1,500.70	\$1,530.70	\$1,561.30	\$1,592.50	
SW9			5	\$1,544.80	\$1,575.70	\$1,607.20	\$1,639.30	\$1,672.10	
SW10			6	\$1,622.70	\$1,663.30	\$1,696.60	\$1,730.50	\$1,765.10	
SX2	Pharmacists	1	1	\$1,678.60	\$1,712.20	\$1,746.40	\$1,781.30	\$1,816.90	
SX3			2	\$1,728.50	\$1,763.10	\$1,798.40	\$1,834.40	\$1,871.10	
SX4			3	\$1,761.50	\$1,796.70	\$1,832.60	\$1,869.30	\$1,906.70	
SX5			4	\$1,890.10	\$1,937.40	\$1,976.10	\$2,015.60	\$2,055.90	
SX6			3	1	\$1,933.40	\$1,972.10	\$2,011.50	\$2,051.70	\$2,092.70
SX7				2	\$1,999.80	\$2,039.80	\$2,080.60	\$2,122.20	\$2,164.60
SX8		3		\$2,052.30	\$2,093.30	\$2,135.20	\$2,177.90	\$2,221.50	
SX81		4		\$2,190.60	\$2,245.40	\$2,290.30	\$2,336.10	\$2,382.80	
TA20		4	1 & 2	\$2,265.90	\$2,311.20	\$2,357.40	\$2,404.50	\$2,452.60	
TA21			3 & 4	\$2,384.10	\$2,431.80	\$2,480.40	\$2,530.00	\$2,580.60	
TA22			5	\$2,622.00	\$2,687.60	\$2,741.40	\$2,796.20	\$2,852.10	
SX9		Deputy Director Pharmacy Group 3		\$2,265.90	\$2,322.50	\$2,369.00	\$2,416.40	\$2,464.70	
SZ4		Deputy Director Pharmacy Group 2		\$2,622.00	\$2,687.60	\$2,741.40	\$2,796.20	\$2,852.10	
SZ5		Deputy Director Pharmacy Group 1		\$2,964.60	\$3,038.70	\$3,099.50	\$3,161.50	\$3,224.70	
TT20		Director Pharmacy Group 5		\$2,218.00	\$2,273.50	\$2,319.00	\$2,365.40	\$2,412.70	
SZ9		Director Pharmacy Group 4		\$2,622.00	\$2,687.60	\$2,741.40	\$2,796.20	\$2,852.10	
TA2	Director Pharmacy Group 3		\$2,964.60	\$3,038.70	\$3,099.50	\$3,161.50	\$3,224.70		
TA4	Director Pharmacy Group 2		\$3,210.90	\$3,291.20	\$3,357.00	\$3,424.10	\$3,492.60		
TA6	Director Pharmacy Group 1		\$3,315.00	\$3,397.90	\$3,465.90	\$3,535.20	\$3,605.90		
TT13	Pharmacist In Charge	1	\$1,933.40	\$1,972.10	\$2,011.50	\$2,051.70	\$2,092.70		
TT14		2	\$1,999.80	\$2,039.80	\$2,080.60	\$2,122.20	\$2,164.60		
TT15		3	\$2,052.30	\$2,103.60	\$2,145.70	\$2,188.60	\$2,232.40		
<b>Psychologists</b>									
PJ1	Provisional Psychologists	1	1	\$1,111.00	\$1,133.20	\$1,155.90	\$1,179.00	\$1,202.60	
PJ2			2	\$1,165.70	\$1,189.00	\$1,212.80	\$1,237.10	\$1,261.80	
PJ3			3	\$1,232.50	\$1,257.20	\$1,282.30	\$1,307.90	\$1,334.10	
PJ4			4	\$1,327.00	\$1,353.50	\$1,380.60	\$1,408.20	\$1,436.40	
PJ5			5	\$1,396.10	\$1,424.00	\$1,452.50	\$1,481.60	\$1,511.20	
PJ6			6	\$1,460.40	\$1,489.60	\$1,519.40	\$1,549.80	\$1,580.80	
PJ7			7	\$1,538.00	\$1,568.80	\$1,600.20	\$1,632.20	\$1,664.80	
PJ8			8	\$1,615.30	\$1,647.60	\$1,680.60	\$1,714.20	\$1,748.50	
PK1	Psychologists	2	1	\$1,678.60	\$1,712.20	\$1,746.40	\$1,781.30	\$1,816.90	
PK2			2	\$1,728.50	\$1,763.10	\$1,798.40	\$1,834.40	\$1,871.10	
PK3			3	\$1,761.50	\$1,796.70	\$1,832.60	\$1,869.30	\$1,906.70	
PK4			4	\$1,890.10	\$1,937.40	\$1,976.10	\$2,015.60	\$2,055.90	
PL1		3	1	\$1,923.80	\$1,962.30	\$2,001.50	\$2,041.50	\$2,082.30	

SCHEDULE 2: Rates of Pay and Allowances

PL2			2	\$1,999.00	\$2,039.00	\$2,079.80	\$2,121.40	\$2,163.80
PL3			3	\$2,070.70	\$2,112.10	\$2,154.30	\$2,197.40	\$2,241.30
PL4			4	\$2,190.60	\$2,245.40	\$2,290.30	\$2,336.10	\$2,382.80
PM1			1	\$2,190.60	\$2,234.40	\$2,279.10	\$2,324.70	\$2,371.20
PM2			2	\$2,252.90	\$2,298.00	\$2,344.00	\$2,390.90	\$2,438.70
PM3			3	\$2,357.10	\$2,404.20	\$2,452.30	\$2,501.30	\$2,551.30
PM4			4	\$2,454.00	\$2,503.10	\$2,553.20	\$2,604.30	\$2,656.40
PM5			5	\$2,622.00	\$2,687.60	\$2,741.40	\$2,796.20	\$2,852.10
TT16		5	-	\$2,964.60	\$3,038.70	\$3,099.50	\$3,161.50	\$3,224.70
	Psychologist Director	6	-	\$3,315.00	\$3,397.90	\$3,465.90	\$3,535.20	\$3,605.90
<b>Medical Scientists</b>								
BR5	Medical Scientist Trainee		1	\$940.40	\$959.20	\$978.40	\$998.00	\$1,018.00
BR6			2	\$995.40	\$1,015.30	\$1,035.60	\$1,056.30	\$1,077.40
RX1	Medical Scientist	1	1	\$1,131.30	\$1,153.90	\$1,177.00	\$1,200.50	\$1,224.50
RX2			2	\$1,212.50	\$1,236.80	\$1,261.50	\$1,286.70	\$1,312.40
RX3			3	\$1,313.30	\$1,339.60	\$1,366.40	\$1,393.70	\$1,421.60
RX4			4	\$1,403.10	\$1,431.20	\$1,459.80	\$1,489.00	\$1,518.80
RX5			5	\$1,471.30	\$1,500.70	\$1,530.70	\$1,561.30	\$1,592.50
RX6			6	\$1,544.80	\$1,575.70	\$1,607.20	\$1,639.30	\$1,672.10
RX7			7	\$1,622.70	\$1,663.30	\$1,696.60	\$1,730.50	\$1,765.10
RY4		2	1	\$1,678.60	\$1,712.20	\$1,746.40	\$1,781.30	\$1,816.90
RY5			2	\$1,728.50	\$1,763.10	\$1,798.40	\$1,834.40	\$1,871.10
RY6			3	\$1,761.50	\$1,796.70	\$1,832.60	\$1,869.30	\$1,906.70
RY7			4	\$1,890.10	\$1,937.40	\$1,976.10	\$2,015.60	\$2,055.90
RY9		3	1	\$1,933.40	\$1,972.10	\$2,011.50	\$2,051.70	\$2,092.70
RZ1			2	\$1,999.80	\$2,039.80	\$2,080.60	\$2,122.20	\$2,164.60
RZ2			3	\$2,052.30	\$2,093.30	\$2,135.20	\$2,177.90	\$2,221.50
RZ3			4	\$2,190.60	\$2,245.40	\$2,290.30	\$2,336.10	\$2,382.80
RZ5		4	1 & 2	\$2,265.90	\$2,311.20	\$2,357.40	\$2,404.50	\$2,452.60
RZ6	3 & 4		\$2,384.10	\$2,431.80	\$2,480.40	\$2,530.00	\$2,580.60	
RZ7	5		\$2,622.00	\$2,687.60	\$2,741.40	\$2,796.20	\$2,852.10	
RZ8	5	-	\$3,210.90	\$3,291.20	\$3,357.00	\$3,424.10	\$3,492.60	
RZ9	Scientist Deputy Director / Operations Manager / Business Manager			\$2,964.60	\$3,038.70	\$3,099.50	\$3,161.50	\$3,224.70
SA1	Scientist Director			\$3,315.00	\$3,397.90	\$3,465.90	\$3,535.20	\$3,605.90
SA2	Principal Scientist			\$2,964.60	\$3,038.70	\$3,099.50	\$3,161.50	\$3,224.70
<b>Medical Physicists</b>								
FF1	Medical Physicist	1 (Trainee)	1	\$1,313.30	\$1,339.60	\$1,366.40	\$1,393.70	\$1,421.60
FF2			2	\$1,403.00	\$1,431.10	\$1,459.70	\$1,488.90	\$1,518.70
FF3			3	\$1,471.30	\$1,500.70	\$1,530.70	\$1,561.30	\$1,592.50
FF4			4	\$1,544.70	\$1,575.60	\$1,607.10	\$1,639.20	\$1,672.00
FF5			5	\$1,622.80	\$1,663.40	\$1,696.70	\$1,730.60	\$1,765.20

SCHEDULE 2: Rates of Pay and Allowances

FF6		2	1	\$1,678.60	\$1,712.20	\$1,746.40	\$1,781.30	\$1,816.90
FF7		2	2	\$1,728.50	\$1,763.10	\$1,798.40	\$1,834.40	\$1,871.10
FF8		2	3	\$1,890.10	\$1,937.40	\$1,976.10	\$2,015.60	\$2,055.90
FF9		3	1	\$2,105.20	\$2,147.30	\$2,190.20	\$2,234.00	\$2,278.70
FF10		3	2	\$2,288.60	\$2,334.40	\$2,381.10	\$2,428.70	\$2,477.30
FF11		3	3	\$2,496.70	\$2,546.60	\$2,597.50	\$2,649.50	\$2,702.50
FF12		3	4	\$2,790.40	\$2,860.20	\$2,917.40	\$2,975.70	\$3,035.20
FF13		4	1 & 2	\$2,973.90	\$3,033.40	\$3,094.10	\$3,156.00	\$3,219.10
FF14		4	3 & 4	\$3,255.40	\$3,320.50	\$3,386.90	\$3,454.60	\$3,523.70
FF15		4	5	\$3,512.50	\$3,600.30	\$3,672.30	\$3,745.70	\$3,820.60
FF16		5	-	\$3,720.60	\$3,813.60	\$3,889.90	\$3,967.70	\$4,047.10
FF17	Principal Medical Physicist			\$3,806.10	\$3,901.30	\$3,979.30	\$4,058.90	\$4,140.10
FF18	Medical Physicists Manager (Barwon Health)			\$3,806.10	\$3,901.30	\$3,979.30	\$4,058.90	\$4,140.10
FF20	Medical Physicists Assistant Manager			\$3,806.10	\$3,901.30	\$3,979.30	\$4,058.90	\$4,140.10
FF19	Medical Physicists Manager		Lvl 1	\$3,989.80	\$4,089.50	\$4,171.30	\$4,254.70	\$4,339.80
FF21	Medical Physicists Manager		Lvl 2	\$4,295.70	\$4,403.10	\$4,491.20	\$4,581.00	\$4,672.60

**ALLOWANCES**

Allowance Descriptor	Old Rate	FFPOA 1 December 2021	FFPOA 1 December 2022	FFPOA 1 December 2023	FFPOA 1 December 2024
<b>Hospital Pharmacists</b>					
<b>Higher Qualifications Allowance</b>					
Graduate Certificate	\$51.30	\$52.30	\$53.35	\$54.45	\$55.50
Graduate Diploma, Fellowship Diploma, Post Grad Dip	\$83.35	\$85.00	\$86.70	\$88.45	\$90.20
MA, M Sc, M Psych	\$96.15	\$98.10	\$100.05	\$102.05	\$104.10
Ph.D, D Sc	\$128.20	\$130.80	\$133.40	\$136.10	\$138.80
On-Call Allowance	\$32.05	\$46.90	\$47.80	\$48.80	\$49.75
On-Call Allowance (public holidays)	\$64.10	\$93.75	\$95.65	\$97.55	\$99.50
Change of Roster 7 days or less		\$61.85	\$63.10	\$64.35	\$65.60
Change of Roster 8 - 14 days notice		\$30.90	\$31.55	\$32.15	\$32.80
<b>Shift Allowance</b>					
Morning Shift	\$27.60	\$28.20	\$31.55	\$32.15	\$32.80
Afternoon Shift		\$50.90	\$51.90	\$52.95	\$54.00
Night Shift		\$92.40	\$94.25	\$96.15	\$98.05

SCHEDULE 2: Rates of Pay and Allowances

Allowance Descriptor	Old Rate	FFPPOA 1 December 2021	FFPPOA 1 December 2022	FFPPOA 1 December 2023	FFPPOA 1 December 2024
<b>Medical Scientists, Audiologists, Clinical Perfusionists &amp; Dietitians (as applicable)</b>					
Change of Roster 7 days or less	\$28.30	\$61.85	\$63.10	\$64.35	\$65.60
Change of Roster 8 - 14 days notice		\$30.90	\$31.55	\$32.15	\$32.80
<b>Scientists</b>					
Graduate Certificate	\$52.50	\$53.60	\$54.65	\$55.75	\$56.85
Graduate Diploma	\$85.35	\$87.05	\$88.80	\$90.60	\$92.40
MA, M Sc, M App. Sc., MAIP	\$98.50	\$100.45	\$102.50	\$104.55	\$106.60
FAACB, FAIMLS, Ph.D, D Sc, FAIP, FIMLS, FHGSA	\$131.30	\$133.95	\$136.65	\$139.35	\$142.15
<b>Audiologists</b>					
Graduate Certificate	\$52.50	\$53.60	\$54.65	\$55.75	\$56.85
Graduate Diploma	\$85.35	\$87.05	\$88.80	\$90.60	\$92.40
M.Aud, M Sc, M App. Sc.	\$98.50	\$100.45	\$102.50	\$104.55	\$106.60
Ph.D, D Sc	\$131.30	\$133.95	\$136.65	\$139.35	\$142.15
<b>Cardiovascular Perfusionists</b>					
Graduate Certificate	\$52.50	\$53.60	\$54.65	\$55.75	\$56.85
Graduate Diploma	\$85.35	\$87.05	\$88.80	\$90.60	\$92.40
MAACB, M Sc, M App. Sc., MAIP,	\$98.50	\$100.45	\$102.50	\$104.55	\$106.60
FAACB, FAIMLS, Ph.D, D Sc, FAIP, FIMLS	\$131.30	\$133.95	\$136.65	\$139.35	\$142.15
<b>Dietitians</b>					
Graduate Certificate	\$51.55	\$52.60	\$53.65	\$54.70	\$55.80
Graduate Diploma	\$83.80	\$85.50	\$87.20	\$88.95	\$90.70
M Sc	\$96.65	\$98.65	\$100.60	\$102.60	\$104.65
Ph.D, D Sc	\$128.95	\$131.50	\$134.15	\$136.80	\$139.55
On-Call Allowance	\$30.30	\$46.90	\$47.80	\$48.80	\$49.75
On-Call Allowance (public holidays)	\$60.65	\$93.75	\$95.65	\$97.55	\$99.50
<b>Sole Allowance</b>	\$56.55	\$57.70	\$58.85	\$60.00	\$61.20
<b>Shift Allowance</b>					

SCHEDULE 2: Rates of Pay and Allowances

Allowance Descriptor	Old Rate	FFPPOA 1 December 2021	FFPPOA 1 December 2022	FFPPOA 1 December 2023	FFPPOA 1 December 2024
Morning Shift	\$28.30	\$28.85	\$29.45	\$30.05	\$30.65
Afternoon Shift	\$28.30	\$50.90	\$51.90	\$52.95	\$54.00
Night Shift	\$86.20	\$92.40	\$94.25	\$96.15	\$98.05
Change of Shift	\$45.25	\$66.55	\$67.90	\$69.25	\$70.65
<b>Psychologists</b>					
Change of Roster 7 days or less	\$27.80	\$61.85	\$63.10	\$64.35	\$65.60
Change of Roster 8 - 14 days notice		\$30.90	\$31.55	\$32.15	\$32.80
<b>Higher Qualifications</b>					
Graduate Certificate	\$49.30	\$50.30	\$51.30	\$52.30	\$53.35
Graduate Diploma	\$80.10	\$81.70	\$83.35	\$85.00	\$86.70
MA, M Sc, M Psych	\$92.45	\$94.30	\$96.15	\$98.10	\$100.05
Ph.D, D Sc	\$123.25	\$125.70	\$128.25	\$130.80	\$133.40
<b>Shift Allowance</b>					
Morning Shift	\$27.80	\$28.85	\$29.45	\$30.05	\$30.65
Afternoon Shift	\$27.80	\$50.90	\$51.90	\$52.95	\$54.00
Night Shift	\$84.65	\$92.40	\$94.25	\$96.15	\$98.05
Change of Shift	\$44.45	\$66.55	\$67.90	\$69.25	\$70.65
CATT on-call allowance	\$146.90				
<b>Medical Physicists</b>					
<b>Higher Qualifications</b>					
Graduate Certificate	\$52.50	\$53.60	\$54.65	\$55.75	\$56.85
Graduate Diploma	\$85.35	\$87.05	\$88.80	\$90.60	\$92.40
MA, M Sc, M Psych	\$98.50	\$100.45	\$102.50	\$104.55	\$106.60
Ph.D, D Sc	\$131.30	\$133.95	\$136.65	\$139.35	\$142.15
<b>Shift Allowance</b>					
Morning Shift	\$32.85	\$33.50	\$34.15	\$34.85	\$35.55
Afternoon Shift	\$32.85	\$50.90	\$51.90	\$52.95	\$54.00
Night Shift	\$110.70	\$112.90	\$115.15	\$117.45	\$119.80

SCHEDULE 2: Rates of Pay and Allowances

Allowance Descriptor	Old Rate	FFPPOA 1 December 2021	FFPPOA 1 December 2022	FFPPOA 1 December 2023	FFPPOA 1 December 2024
<i>Change of Shift</i>	\$52.50	\$66.55	\$67.90	\$69.25	\$70.65
On-call allowance	\$32.85	\$46.90	\$47.80	\$48.80	\$49.75
On-Call Allowance (public holidays)	\$65.70	\$93.75	\$95.65	\$97.55	\$99.50
Change of Roster 7 days or less	\$32.85	\$61.85	\$63.10	\$64.35	\$65.60
Change of Roster 8 - 14 days notice		\$30.90	\$31.55	\$32.15	\$32.80
Sole Allowance	\$65.65				
<b>Genetic Counsellors</b>					
<b>Higher Qualifications</b>					
Masters	\$97.95	\$99.95	\$101.90	\$103.95	\$106.05
Ph.D	\$130.65	\$133.25	\$135.90	\$138.60	\$141.40
Change of Roster 7 days or less		\$61.85	\$63.10	\$64.35	\$65.60
Change of Roster 8 - 14 days notice		\$30.90	\$31.55	\$32.15	\$32.80
<b>Other Allowances</b>					
Weekly Salary Exceeds Grade 3 Year 2 scientist rate)	\$1,999.85	\$2,039.80	\$2,080.60	\$2,122.20	\$2,164.60
Loading Amount (5 weeks annual leave)	\$1,749.90	\$1,784.80	\$1,820.50	\$1,856.90	\$1,894.00
<b>Meal Allowance</b>					
Overtime >1 hr	\$14.35	\$14.64	\$14.93	\$15.23	\$15.53
Overtime > 4hrs (extra)	\$9.90	\$10.10	\$10.30	\$10.51	\$10.72
Recall > 2 hrs	\$13.85	\$14.13	\$14.41	\$14.70	\$14.99
Recall > 4 hrs (extra)	\$9.55	\$9.74	\$9.94	\$10.13	\$10.34
Trainees	\$10.05	\$10.25	\$10.46	\$10.67	\$10.88
Others	\$22.10	\$22.54	\$22.99	\$23.45	\$23.92
Self-contained furnished accommodation	\$34.15	\$34.83	\$35.53	\$36.24	\$36.97
Cafeteria rates additional	\$14.10	\$14.38	\$14.67	\$14.96	\$15.26
<b>Uniform Allowance</b>					
Per day (or part thereof)	\$1.30	\$1.33	\$1.35	\$1.38	\$1.41

SCHEDULE 2: Rates of Pay and Allowances

SCHEDULE 2: Rates of Pay and Allowances

Allowance Descriptor	Old Rate	FFPPOA 1 December 2021	FFPPOA 1 December 2022	FFPPOA 1 December 2023	FFPPOA 1 December 2024
Per week	\$6.40	\$6.53	\$6.66	\$6.79	\$6.93
<b>Laundry Allowance</b>					
Per day (or part thereof)	\$0.30	\$0.31	\$0.31	\$0.32	\$0.32
Per week	\$1.55	\$1.58	\$1.61	\$1.64	\$1.68
<b>RCH - Clinical Perfusionists</b>					
Graduate Certificate	\$52.60	\$53.70	\$54.80	\$55.90	\$57.00
Graduate Diploma	\$85.30	\$87.00	\$88.70	\$90.50	\$92.30
MAACB, M Sc, M App. Sc., MAIP,	\$98.50	\$100.50	\$102.50	\$104.60	\$106.70
FAACB, FAIMLS, Ph.D, D Sc, FAIP, FIMLS	\$131.40	\$134.00	\$136.70	\$139.40	\$142.20

## SCHEDULE 3: CLASSIFICATION DESCRIPTORS AND HIGHER QUALIFICATION ALLOWANCES

### 1. Audiologists

This clause should be read in conjunction with Schedule 2.

#### 1.1 Audiologist Grade I

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

#### 1.2 Audiologist - Grade II

- (a) An Audiologist Grade II is an Audiologist who:
  - (i) supervises Grade I Audiologists; or



- (ii) has responsibility for the supervision of Masters of Science/Audiology students. With the proviso that reclassification under this provision shall not be open to Audiologists with less than three years clinical experience; or
  - (iii) is engaged in clinical work requiring special knowledge and breadth of experience; or
  - (iv) is the sole Audiologist employed by a health service.
- (b) Provided that an “Audiologist Grade I –4th year of experience and thereafter appointed to this grade shall be paid at the “Audiologist Grade II - 2nd year after appointment” rate.

### **1.3 Audiologist - Grade III**

An Audiologist Grade III is an Audiologist who in addition to meeting the requirements of Grade II, would normally have at least five years' experience in the field and:

- (a) is engaged in specialised diagnostic or clinical work with a research or developmental thrust; and/or
- (b) supervises Grade I and Grade II Audiologists; and/or
- (c) is responsible for the clinical training and practical placement of Audiology students; and/or
- (d) is a Deputy to a Grade IV Audiologist; and/or
- (e) is a Senior Clinician Grade III.

### **1.4 Senior Clinician (Grade III)**

A Senior Clinician Grade III is an Audiologist possessing clinical expertise in a branch of audiology that requires specialist knowledge above the requirements for Audiologist Grade II, would normally have at least 7 years' experience, and who is required to undertake some of the following duties and responsibilities:

- (a) consultative role; and/or
- (b) lecturing in an aspect of audiology; and/or
- (c) teaching under-graduates and/or post-graduate students; and/or
- (d) providing education to staff from other disciplines.

### **1.5 Audiologist Grade IV**

An Audiologist Grade IV is an audiologist who, in addition to meeting the requirements for Audiologist Grade III, is in charge of an audiology unit in a health service and is responsible for the organisation of an audiology unit of 3 or more equivalent full-time audiologists (including themselves) and for the supervision of audiology staff.

### **1.6 Deputy Director of Allied Health - Audiologist**

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

### **1.7 Director of Allied Health - Audiologist**

Where an Audiologist is employed as a Director of Allied Health they shall be paid at the Scientist Grade 5 rate of pay provided for by Schedule 2.

**1.8 Audiologists – Higher Qualifications Allowance**

- (a) Where an Audiologist has a higher qualification they shall be paid, in addition to the rates of pay prescribed in Schedule 2, the following:
  - (i) for Graduate Certificate or other recognised equivalent qualification, the sum of 4% of the base rate as defined;
  - (ii) for Graduate Diploma in Audiology or Graduate Diploma in Health Administration, or other recognised equivalent qualification, the sum of 6.5% of the base rate as defined;
  - (iii) for Master of Audiology, Master of Science, Master of Applied Science, or any other recognised equivalent qualification from a tertiary institution, the sum of 7.5% of the base rate as defined; or
  - (iv) for Doctor of Science, Doctor of Philosophy in Audiology, or any other recognised equivalent qualification from a tertiary institution, the sum of 10% of the base rate as defined.
- (b) Such allowance shall not be cumulative in the case of multiple higher qualifications.
- (c) The base rates of pay for the purpose of this clause shall be “Medical Scientist Grade I, Year 3”.

## **2. CLINICAL PERFUSIONISTS**

This clause should be read in conjunction with Schedule 2.

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

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

### **2.2 Certified Clinical Perfusionist - Grade 2**

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

### **2.3 Clinical Perfusionist Grade 3**

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

- (a) undertakes research and developmental tasks and/or
- (b) is responsible for the supervision of perfusionists-in-training and/or
- (c) provides education and in-service training to other health professionals and/or

- (d) is the recognised specialist in support therapies including ECMO (extra-corporeal membrane oxygenation) and/or VADS (ventricular assist devices) and/or IABP (intra-aortic balloon pump) and/or
- (e) is responsible for establishing and maintaining clinical perfusion guidelines and protocols and/or
- (f) is responsible for co-ordination and communication with other health professionals, including biomedical engineers, and with suppliers to maintain perfusion services/optimal patient outcomes and/or
- (g) is Deputy to a Grade 4 perfusionist, and may undertake duties as delegated by the Perfusionist in Charge.

#### **2.4 Clinical Perfusionist Grade 4**

- (a) Perfusionist-in-charge of a team Perfusionists.
- (b) The Perfusionist-in-Charge is expected to:
  - (i) exercise organisational, supervisory and management skills;
  - (ii) exercise mature technical and clinical knowledge and judgement as it relates to patient care and to the operation and testing of equipment,
  - (iii) continuously develop expertise, keeping up with advances in the relevant body of technical and clinical knowledge;
  - (iv) seek and utilise other specialist advice where required
  - (v) coordinate and communicate with surgical and anaesthetic staff.

#### **2.5 Clinical Perfusionists – Higher Qualifications Allowance**

- (a) Where a Clinical Perfusionist has a higher qualification they shall be paid, in addition to the rates of pay prescribed in Schedule 2, the following:
  - (i) for Graduate Certificate in Clinical Perfusion, or other recognised equivalent qualification, the sum of 4% of the base rate as defined;
  - (ii) for Graduate Diploma in Bacteriology or Graduate Diploma in Health Administration or other recognised equivalent qualification, the sum of 6.5% of the base rate as defined;
  - (iii) for Member of the Australian Association of Clinical Biochemists, Diploma of Bacteriology, Master of Science, Master Of Applied Science, Member of the Australian Institute of Physics, Human Genetics Society of Australasia Certified Cytogeneticist, Graduate Diploma in Health Administration or other recognised equivalent Degree or Diploma from a tertiary institution the sum of 7.5% of the base rate as defined; or
  - (iv) for Fellow of the Australian Association of Clinical Biochemists, Fellow of the Australian Institute of Medical Scientists, Doctor of Science, Doctor of Philosophy, Fellow of the Australian Institute of Physics, Member of the Royal College of Pathologists or other recognised equivalent qualification, the sum of 10% of the base rate as defined.

SCHEDULE 3: CLASSIFICATION DESCRIPTORS AND HIGHER QUALIFICATION ALLOWANCES

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- (b) Such allowance shall not be cumulative in the case of multiple higher qualifications.
- (c) The base rate of pay for the purpose of this clause shall be Clinical Perfusionist Grade 1, Year 3.

### **3. DIETITIANS**

This clause should be read in conjunction with Schedule 2.

#### **3.1 Dietitian Grade 1**

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

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

#### **3.2 Dietitian Grade 2**

A Dietitian required to undertake the following duties or responsibilities:

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

#### **3.3 Dietitian Grade 3**

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

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

- (vi) Supervision of other staff, which may include Grade 2 Dietitians; or,

**3.4 Senior Clinician Grade 3**

(a) A Dietitian possessing clinical expertise in a branch of dietetics/nutrition that requires specialist knowledge above the requirement for Grade 2, who would normally have at least 7 years' experience, and who is required to undertake some of the following duties and responsibilities:

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

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

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

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

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

**3.6 Dietitian Grade 4**

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

- (a) is a Dietitian who is in charge of a Group 1 Department or service in a health service; or,

SCHEDULE 3: CLASSIFICATION DESCRIPTORS AND HIGHER QUALIFICATION ALLOWANCES

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- (b) is appointed Deputy to a Manager Dietetics and Nutrition Services; or
- (c) is required to undertake a significant administrative role within a Group 1 Department/Service, including:
  - (i) Managing a service at campus level of a multi-campus health service; and/or
  - (ii) exercising financial management responsibilities such as monitoring expenditure, providing reports to the Board and contributing to the preparation of budgets; and/or
  - (iii) exercising human resources management responsibilities including staff recruitment and performance appraisal; and/or
  - (iv) contributing to the overall growth and development and strategic goals of the organisation; and/or
  - (v) developing partnerships with other organisations; and/or
  - (vi) representing dietetics on relevant committees & working groups both internal and external to the organization; and/or
  - (vii) has an ongoing and active involvement in research and / or quality improvement either directly or as a supervisor.

**3.7 Senior Clinician Grade 4**

A Dietitian who would normally have at least 10 years' postgraduate experience who is responsible for the mentoring and supervision of Grade 3 dietitians and for providing clinical leadership in an area(s) of dietetic practice except that:

- (a) a Dietitian who works as the sole Dietitian in a health service or campus of a health service (excluding community health sites) is not required to mentor and supervise a Grade 3 dietitian/s to be entitled to be classified as a Senior Clinician Grade 4).

In addition to satisfying the requirements of a Senior Clinician Grade 3, a Senior Clinician Grade 4 shall satisfy one or more of the following criteria:

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



demonstrated through research publications and being a major initiator of funding applications; and/or

- (e) Special Projects
  - (i) Directing and coordinating special projects or clinical trials where relevant; or
- (f) Community Health Dietitian Manager
  - A Dietitian with at least 10 years postgraduate experience as a Dietitian in a community health or public health setting with management responsibilities, and who is required to undertake some of the following duties and responsibilities:
    - (i) Managing an area of the Community Health Service; and/or
    - (ii) overseeing Grade 3 Community Team Leaders, which may include teams led by other health professionals; and/or
    - (iii) exercising financial management responsibilities such as monitoring expenditure, providing reports to the Board and contributing to the preparation of budgets; and/or
    - (iv) exercising human resources management responsibilities including staff recruitment and performance appraisal; and/or
    - (v) contributing to the overall growth and development and strategic goals of the organisation; and/or
    - (vi) developing partnerships with other organisations; and/or
    - (vii) Having responsibility for quality assurance within their programs/areas.

**3.8 Manager Dietetics and Nutrition Services**

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

**3.9 Deputy Director of Allied Health**

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

**3.10 Director of Allied Health**

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

**3.11 Dietitians – Higher Qualifications Allowance**

- (a) Where a Dietitian has a higher qualification they shall be paid, in addition to the rates of pay prescribed in Schedule 2, the following:
  - (i) for Graduate Certificate or other recognised equivalent qualification, the sum of 4% of the base rate as defined;
  - (ii) for Graduate Diploma in Dietetics, or Graduate Diploma in Health Administration or other recognised equivalent qualification, the sum of 6.5% of the base rate as defined;

- (iii) for Master of Science, Master of Science in Dietetics, Human Genetics Society of Australasia Certified Cytogeneticist, or any other recognised equivalent qualification from a tertiary institution, the sum of 7.5% of the base rate as defined;
- (iv) for Doctor of Philosophy, Doctor of Science in Dietetics, Fellowship of the Australian Institute of Medical Scientists, or any other recognised equivalent qualification from a tertiary institution, the sum of 10% of the base rate as defined.
- (b) Such allowance shall not be cumulative in the case of multiple higher qualifications.
- (c) The base rates of pay for the purpose of this clause shall be Dietitian Grade 1, Year 3.

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

For the purpose of dietitians covered by this Agreement

### **3.13 Multi Campus Health Services**

- (a) The following health services are identified for the purposes of sub clause 3.8 of this schedule (Manager Dietetics and Nutrition Services)
  - (i) Alfred Health
  - (ii) Austin Health
  - (iii) Barwon Health
  - (iv) Eastern Health
  - (v) Melbourne Health
  - (vi) Northern Health
  - (vii) Peninsula Health
  - (viii) Royal Children's Hospital
  - (ix) Monash Health
  - (x) St. Vincent's Health
  - (xi) Western Health
- (b) Group 1 Departments:
  - (i) Alfred Health (Alfred campus)
  - (ii) Austin Health (Austin Hospital campus)
  - (iii) Alfred Health (Caulfield General Medical Centre)
  - (iv) Barwon Health (Geelong Hospital campus)
  - (v) Eastern Health (Box Hill campus)
  - (vi) Latrobe Regional Hospital
  - (vii) Melbourne Health (Parkville campus)
  - (viii) Northern Health (The Northern Hospital)
  - (ix) Peninsula Health (Frankston Hospital campus)

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- (x) Monash Health (Dandenong campus)
- (xi) Monash Health (Kingston Centre)
- (xii) Monash Health (MMC campus)
- (xiii) St. Vincent's Health (St. Vincent's Hospital campus)
- (xiv) Western Health (Western Hospital campus)
- (xv) Mercy Health and Aged Care (Werribee Campus)
- (c) Group 1 Services
  - (i) Grampians Health (at former Ballarat Health Service)
  - (ii) Bendigo Health Service
  - (iii) Eastern Health (inner)
  - (iv) Eastern Health (outer)
  - (v) Peter MacCallum Cancer Service
- (d) Group 2 Departments
  - (i) Grampians Health (at Queen Elizabeth Centre)
  - (ii) Barwon Health (Grace McKellar Centre)
  - (iii) Western Health (at the former Djerriwarrh Health Services)
  - (iv) Goulburn Valley Base Health
  - (v) Melbourne Health (Royal Park campus)
  - (vi) Mildura Base Hospital
  - (vii) Mount Alexander Hospital
  - (viii) North East Health Wangaratta
  - (ix) Northern Health (Bundoora Extended Care)
  - (x) Northern Health (Craigieburn Health Service)
  - (xi) Royal Women's Hospital
  - (xii) South West Health Care
  - (xiii) Monash Health (Casey Hospital)
  - (xiv) Swan Hill District Hospital
  - (xv) Western District Health Service

**3.14 Criteria for Classification of Departments of Nutrition and Dietetics**

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

Criteria	Points weighting
<b>Services</b>	
Beds average occupancy over twelve months per 50 or part thereof	1
Outpatients up to 5 sessions per week	1

SCHEDULE 3: CLASSIFICATION DESCRIPTORS AND HIGHER QUALIFICATION ALLOWANCES

Criteria	Points weighting
6 to 10 sessions per week	2
11 or more sessions per week	4
Specialisation - gastroenterology, renal, endocrine, ICU/ burns/ transplantation, nutrition support service, cardiac, oncology, obstetrics/gynaecology, HIV, paediatric	
Per specialist unit with significant involvement; or	1/2
is a recognised state referral centre for one of these; or	5
is recognised as a major base for developing health promotion programmes in nutrition	3
Regional - provides administrative and/or professional services to other agencies under formal arrangements	2
Other features (One point is deducted for each feature which Department does not have)	
Standards of care/treatment policy guidelines are documented and updated	-1
An active patient care audit programme operates	-1
Performance of all professional staff is appraised regularly	-1
Inpatient menus facilitate patient compliance with dietary guidelines	-1
A monitoring system exists to identify inpatients at nutritional risk	-1
Dietitians attend multidisciplinary patient care team meetings routinely	-1
A staff development programme operates in the Department	-1
<b>Staffing</b>	
Dietitians per EFT	3
Non-professional staff	
administrative responsibility	< 5    2
	> 5    4
functional responsibility	< 5    1
	> 5    2
<b>Administration</b>	
Responsible to the CEO or Medical Director or Director of Allied Health or member of Health Service Executive for budget control and other management functions	5
Administratively responsible for part of the food service	2
<b>Teaching</b>	

SCHEDULE 3: CLASSIFICATION DESCRIPTORS AND HIGHER QUALIFICATION ALLOWANCES

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<b>Criteria</b>	<b>Points weighting</b>
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Placement of student Dietitians for practical training	2
Major centre for student training	4
Established role in training of nurses or other health professionals	1

**Groupings**

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

#### 4. GENETIC COUNSELLORS

This clause should be read in conjunction with Schedule 2.

##### 4.1 Classification of Employees – Preamble

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

by promotion to an available position. A genetic counsellor may seek to have his/her classification level reviewed.

- (i) Sub-clauses 4.2 to 4.6 define the professional structure for Genetic Counsellors. They should be read in conjunction with the position description and/or duty statement of any given genetic counselling position which defines the specific duties, and requirements of that position.

#### **4.2 Grade 1 Associate Genetic Counsellor**

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

#### **4.3 Grade 2 Associate Genetic Counsellor and Certified Genetic Counsellor**

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

- (c) A Grade 2 Counsellor meets the eligibility requirements to undertake HGSA certification in genetic counselling and has at least one year experience as a Grade 1 Counsellor (ie previous work experience in genetic counselling).

#### 4.4 Grade 3 Certified Genetic Counsellor

- (a) A Grade 3 Counsellor is a certified genetic counsellor. She or he is expected to perform higher-level genetic counselling activities and make a contribution to the development of both the service and the development of other genetic counselling professionals. A Grade 3 Counsellor is expected to make significant contributions to the clinical activities of the health service and play a major role in professional activities, quality assurance and/or research.
- (b) Entry level to Grade 3 is contingent upon the Counsellor having certification in genetic counselling, provided that in the case of a specialised certification the counsellor is working in that area of specialisation.
- (c) A Grade 3 counsellor is expected to perform the work of a Grade 2 Counsellor but to a more complex/sophisticated level and to participate to a greater extent in activities relating to service development.

#### 4.5 Grade 4 Certified Genetic Counsellor

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

#### 4.6 Grade 5 Senior Genetic Counsellor

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

#### 4.7 Higher Qualifications Allowance

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

- (a) Masters in Genetic Counselling (excluding Griffith University) or equivalent, Master of Health Science (Genetic Counselling), Master of Science (Genetics), Master of Social Work, Master of Psychology the sum of 7.5% of the base rate;



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- (b) Doctor of Philosophy (Genetic Counselling, Genetics, Psychology, Social Work) the sum of 10% of the base rate.
- (c) For the purposes of (a) and (b) the base rate for Genetic Counsellors higher qualifications is Grade 1 year 2.

## **5. MEDICAL PHYSICISTS**

This clause should be read in conjunction with Schedule 2 - RATES OF PAY & ALLOWANCES.

### **5.1 Grade 1 - Medical Physicist Trainee**

- (a) The base qualification for entry into the Medical Physicists classification structure is a Bachelor of Applied Science or a Bachelor of Science with a Physics Major.
- (b) The following are the entry points for Medical Physicists:
  - (i) Physicists: Medical Physicist Grade 1 Year 1 (Base);
  - (ii) Medical Physicist Grade 1 Year 2 (Honours);
  - (iii) Medical Physicist Grade 1 Year 3 (Masters)
  - (iv) Medical Physicist Grade 1 Year 5 (PhD);
- (c) This is a graduate entry level classification where the Employee undertakes closely supervised practice whilst in training. Closely supervised practice means the maintenance of a close degree of oversight on all Medical Physics work undertaken.
- (d) The Employee at this level would be mentored and guided to develop knowledge and understanding of the role, functions and duties of medical physicists with priority given to radiation safety and education.
- (e) The Employee would commence post-graduate training.
- (f) Progression after two years at this level would be determined by completion of the course work component of the Masters' Degree and a performance assessment satisfactory to the chief of the Physics service.
- (g) Medical Physicist trainees will not be entitled to a higher qualifications allowance.

### **5.2 Grade 2 - Medical Physicist**

- (a) A Medical Physicist at this level performs work under general supervision within a defined scope of practice. "General supervision" means the maintenance of an adequate degree of oversight to ensure that the Employee is fulfilling the duties and functions of a Medical Physicist at this level in a safe and proficient manner.
- (b) A defined scope of practice' means having an adequate span of theoretical and practical experience in medical physics equipment and its clinical application, quality assurance and safety as well as radiation safety.
- (c) The Medical Physicist at this level would have completed the course work component of the Masters' Degree and have passed a performance assessment made by the Medical Physics Manager.
- (d) The Medical Physicist would be developing more mature medical physics knowledge, and acquiring more advanced skills and competencies than at the Grade 1 level. The Medical Physicist would take increasing responsibility for specific tasks while working under established directions or protocols. The Medical Physicist would be expected to exercise individual judgement

and initiative and be able to discuss principles, techniques and methods with other specialists in an informed and knowledgeable manner.

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

### **5.3 Grade 3 - Medical Physicist**

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

- (a) May supervise Grade 1 & 2 medical physicists and students and be responsible for a component part of a program or modality.
- (b) Has knowledge, skills and experience across a range of medical physicists' responsibilities to be able to work with minimal supervision. Minimal supervision includes working alone at times or with periodic supervision.
- (c) Makes responsible decisions on matters assigned, including the implementation of medical physics standards and procedures.
- (d) Has sound technical and communication skills enabling the Medical Physicist to communicate effectively with non specialists, students and professionals in related disciplines.
- (e) Makes original contributions or applies new medical physics approaches and techniques to the clinical service, facilities and equipment.
- (f) Makes recommendations that are scientifically or technically accurate and feasible.
- (g) Has a demonstrated capacity to work to the overall objectives of the health service as directed, in cooperation with other professionals and staff within the health service.

### **5.4 Grade 4 - Medical Physicist**

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

- (a) Outlines and assigns work, reviews it for scientific and technical accuracy and adequacy, and may plan, direct, coordinate and supervise the work of other professional and technical staff;
- (b) Makes original contributions or applies new medical physics approaches and techniques to the clinical service, facilities and equipment;
- (c) Commissions new equipment (including testing) and develops appropriate technical and administrative procedures;
- (d) Consults, recommends and advises in multiple areas of the medical physics specialty;
- (e) Reviews the value of programs in relation to the medical objectives and priorities of the health service; and

- (f) Deals with problems for which it is necessary to modify established practices and devise innovative approaches,

provided that a Medical Physicist who is in charge and on site on an ongoing basis in a satellite centre will be paid at the Grade 4 level as a minimum.

#### **5.5 Grade 5 - Medical Physicist**

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

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

#### **5.6 Principal Medical Physicist**

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

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

staff in both instances involved in complex non radiotherapy medical physics applications.

**5.7 Medical Physics Chief Manager (Barwon Health)**

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

**5.8 Medical Physics Manager Level 1**

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

**5.9 Medical Physics Assistant Manager**

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

**5.10 Medical Physics Manager Level 2**

- (a) Responsible for the management of all Medical Physicists across all modalities of treatment in a large cancer service with a number of satellite services and a multi campus cancer treatment service.
- (b) A Medical Physicist who is designated as the Radiation Safety Officer (RSO) shall be classified at a minimum at the Grade 4 level.
- (c) A Radiation Safety Officer Allowance is payable only to an Employee fulfilling the role of RSO at the Grade 4 level. The allowance is 5% of the rate of pay specified for the classification and year level under which the Employee is engaged as set out in Schedule 2 and is payable in respect of periods of paid leave.

**5.11 Higher Qualifications Allowance**

- (a) Where a medical physicist has a higher qualification they shall be paid, in addition to the rates of pay prescribed in the appropriate clause, the following:
  - (i) for a recognised Graduate Certificate in Physics, or recognised equivalent, the sum of 4% of the base rate as defined in Schedule 2;
  - (ii) for Graduate Diploma in Physics, or Graduate Diploma in Health Administration or other recognised equivalent qualification, the sum of 6.5% of the base rate;
  - (iii) for Master of Science, Master of Physics, Master of Medical and Health Physic, Membership of the Australian Institute of Physics. provided however that the qualification is awarded on the basis of assessment in a health-related discipline or the Employee has been employed as a Physicist for a minimum of three years, or other recognised equivalent degree or qualification from a tertiary institution the sum of 7.5% of the base rate;
  - (iv) for Doctor of Science, Doctor of Physics, Fellowship of the Australian Institute of Physics provided however that the qualification is awarded on the basis of assessment in a health-related discipline or the Employee has been employed as a Physicist for a minimum of three years, Doctor of Philosophy or other recognised equivalent qualification, the sum of 10% of the base rate.
- (b) Such allowance shall not be cumulative in the case of multiple higher qualifications. The base rate of pay for the purposes of this clause shall be Medical Physicists Grade 1 Year 1.

**5.12 Medical Physicist Allowance**

- (a) This clause applies to Grade 3 and above Medical Physicists only.
- (b) A Medical Physicist who is appointed to clinically supervise a Medical Physicist Registrar will be paid an allowance of 2.5% of their base rate of pay.
- (c) Where the Chief Physicist at Barwon Health is appointed to clinically supervise a Medical Physicist Registrar, the Chief Physicist will be paid an allowance of 2.5% of the Grade 1 Year 1 Medical Physicist rate of pay in Schedule 2 of this Agreement.
- (d) Where a Medical Physicist is no longer clinically appointed to supervise a Medical Physicist Registrar, this allowance will no longer apply.

**6. MEDICAL SCIENTISTS**

This clause should be read in conjunction with Schedule 2.

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

Provided that:

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

**6.2 Scientist - Grade I**

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

- (iii) a Scientist who is a Fellow of the Australian Institute of Medical Scientists or is qualified to hold a degree of Doctor of Philosophy shall be entitled to be classified as a “Scientist - grade I, 5th year of experience after qualification”, provided further that a Scientist so classified shall not be entitled to the higher qualification payment prescribed in 6.14(a) for a further period of two years; and,
- (iv) a sole Scientist, i.e. a Scientist who is the only Scientist employed in a department, shall be paid at the rate of 5% of the Scientist - grade I (1st year of experience rate) in addition to the appropriate rate applicable to a Scientist - grade I.

### **6.3 Scientist - Grade 2**

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

### **6.4 Scientist - Grade 3**

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

- (a) is responsible for the organisation and supervision of the scientific work of a class 2 department/section; or
- (b) is deputy to a grade IV scientist; or
- (c) would normally have been qualified (as defined) for at least eight years and is engaged on specialised scientific work or work of a research or developmental nature; or
- (d) is responsible for a single blood banking laboratory in a single or multi-campus health service; or
- (e) is a Clinical Trials Coordinator (however titled) who is responsible for the day to day administration and coordination of clinical trials within a clinical laboratory or department or pathology service, where the pathology service provides trial protocol related services. The parameters of this position may include some of the following:
  - (i) responsible for implementation of policy, protocols and procedures including record keeping;
  - (ii) assist in the preparation of quotes, tenders or budgets, grant applications, and/or submissions to ethics committees;
  - (iii) contribute to business strategy and development;
  - (iv) liaison with internal and external customers;



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

### 6.5 Split Duties

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

- (a) At the time of engagement or creation of the split duties position, whichever is the earlier, the Employer and the Employee who is to be subject to this sub clause shall agree in writing on the following matters: a regular pattern of work specifying the hours and/or days which will be spent on the clinical trial duties and/or the dates on which the trial will begin and end and the Grade 3 increment on which they will commence. Any change to this regular pattern of work shall be recorded in writing.

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- (b) Where a scientist meets the requirements of sub clause 6.4(e) for more than 12 months they shall be entitled to move through the Grade 3 increments on an annual basis as prescribed by clause 49 of this Agreement.
- (c) Any entitlements in this Agreement which are based on the Employee's rate of pay shall be paid according to the time fraction which the Employee worked on Grade 2 and Grade 3 duties. For example, if the Employee works 0.5 of their rostered hours on Grade 3 clinical trial duties and 0.5 on Grade 2 duties, their entitlement shall be paid as 50% at the applicable Grade 2 rate and 50% at the applicable Grade 3 rate.
- (d) During the period of the split duties, the Employee shall be entitled to be paid leave entitlements according to the rate of pay which would have applied had they been on duty on the days for which leave is being taken.

**6.6 Scientist - Grade 4**

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

- (a) a scientist who would normally have at least ten years' experience, utilising advanced and specialised professional knowledge and experience; or
- (b) is responsible for the organisation and supervision of the scientific work of a class 3 Department or section; or
- (c) is a Clinical Trials Manager (however titled) who is responsible for the overall management and operation of clinical trials within a clinical laboratory or department or pathology service, where the pathology service provides trial protocol related services.. The parameters of this position include the following as applicable;
  - (i) strategic business development;
  - (ii) development, writing and introduction of policy, procedures and protocols;
  - (iii) project management;
  - (iv) obtaining and/or acquitting funding;
  - (v) preparing and processing contracts or laboratory service agreements;
  - (vi) preparing quotes and tenders for services for commercial and non-commercial clinical trials;
  - (vii) development of record and/or data management systems for clinical trials;
  - (viii) human resource management; and /or
  - (ix) management of submissions to ethics committees; or;
- (d) is a Quality Manager (however titled) who is responsible for the overall management of a pathology or other scientific service's quality system established in accordance with policy and regulatory requirements. The parameters of this position include the following:
  - (i) ensuring the service meets and complies with regulatory requirements for accreditation;

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- (ii) establishing policy in relation to quality matters for a pathology or other scientific service;
- (iii) responsibility for system and audit program development and implementation;
- (iv) management of documentation and records systems
- (v) management of internal and external quality issues; or
- (e) is an Information Technology Manager (however titled) who is responsible for, strategic planning, development and management of information technology systems for a pathology laboratory or other scientific services. This role shall include management of billing systems where applicable. The parameters of this position include the following:
  - (i) overall responsibility for system operation, access and security;
  - (ii) responsibility for system evaluation and implementation
  - (iii) overall responsibility for training protocols and programs for staff; or
- (f) is a scientist who is responsible for the maintenance of a blood banking system across a multi-campus health service where there are 2 or more operating blood banking laboratories; or
- (g) is the minimum classification for a scientist responsible for the day to day, on-site management and supervision of a branch laboratory of a multi-campus/networked pathology service, with a total of more than 3.5 scientist EFT including the supervising scientist; or
- (h) is the minimum classification for a scientist who is responsible for the day to day management of a neuro-science, sleep and/or respiratory laboratory in a teaching hospital, which deals with high levels of clinical complexity. Parameters of this position may include some of the following: having overall responsibility for maintaining the quality of testing and the accuracy of reports to medical practitioners and being responsible for policy development and budgets.

**6.7 Scientist Grade 5**

- (a) Is a Scientist who is appointed as a senior principal research Scientist and who is responsible for the coordination of scientific effort on major research programme(s). They are required to have an international reputation of a high order in a significant field of research as made evident by their published contributions in the field as recognised by their peers in the international scientific community.
- (b) As such, this Research Scientist will have achieved international recognition through original, innovative and distinguished contribution to his or her field of research, which is demonstrated by sustained and distinguished performance. Research Scientists at this level will provide leadership in his or her field of research, within his or her institution, discipline and/or profession and within scholarly and research training fields.

**6.8 Principal Scientist**

- (a) A scientist with more than 10 years' experience who is a recognized discipline leader within their health service. Possesses higher level

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interpretative and scientific skills and is responsible for management of their department. This includes managing the budget of their department, human resources (including but not limited to staff recruitment and training) and has overall scientific responsibility for their department including ensuring that their department meets NATA requirements.

- (b) Indicators of this position may include either relevant post graduate qualifications (or progress towards the same) and/or being, or having been, a NATA assessor.
- (c) The senior scientist in each of the following departments shall be graded as a Principal Scientist:
  - (i) Alfred Health Haematology Department
  - (ii) Alfred Health Anatomical Pathology Department
  - (iii) Alfred Health Microbiology Department
  - (iv) Alfred Health Biochemistry Department
  - (v) Austin Health Haematology Department
  - (vi) Austin Health Microbiology Department
  - (vii) Austin Health Biochemistry Department
  - (viii) Austin Health Anatomical Pathology Department
  - (ix) Eastern Health Anatomical Pathology Department
  - (x) Eastern Health Microbiology Department
  - (xi) Eastern Health Core Laboratory
  - (xii) Peter MacCallum Cancer Centre Anatomical Pathology Department;
  - (xiii) Peter MacCallum Cancer Centre Haematology Department;
  - (xiv) Peter MacCallum Cancer Centre Molecular Pathology Department;
  - (xv) Royal Children's Hospital Haematology Department;
  - (xvi) Royal Children's Hospital Anatomical Pathology Department;
  - (xvii) Royal Children's Hospital Microbiology Department
  - (xviii) Royal Children's Hospital Biochemistry Department
  - (xix) Royal Melbourne Hospital Haematology Department;
  - (xx) Royal Melbourne Hospital Microbiology Department;
  - (xxi) Royal Melbourne Hospital Anatomical Pathology Department
  - (xxii) Royal Melbourne Hospital Biochemistry Department
  - (xxiii) Monash Health Anatomical Pathology Department
  - (xxiv) Monash Health Microbiology Department
  - (xxv) Monash Health Biochemistry Department
  - (xxvi) Monash Health Haematology Department
  - (xxvii) St.Vincent's Hospital Biochemistry Department;

- (xxviii) St.Vincent's Hospital Haematology Department;
- (xxix) St.Vincent's Hospital Microbiology Department.
- (xxx) St.Vincent's Hospital Anatomical Pathology Department
- (d) This list may be varied by the Medical Scientists Classification Review Committee as specified in sub clause 6.13 of this schedule and shall be subject to ratification by FWC.
- (e) A Scientist may be appointed as a Principal Scientist as described by this clause into the following laboratories or departments:
  - (i) Respiratory laboratory
  - (ii) Sleep laboratory
  - (iii) Neuroscience department
  - (iv) Vascular laboratory
  - (v) Histology department
  - (vi) Molecular haematology
  - (vii) Molecular Pathology
  - (viii) Cytogenetics
  - (ix) Cytology

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

Is a Scientist who is:

- (a) appointed a Deputy Director, Operations Manager or Business Manager of a scientific department in a teaching hospital (as defined); or
- (b) appointed to relieve the Medical Deputy Director of a department in a teaching hospital (as defined), and who assumes the same responsibilities as the Medical Deputy Director as a result of such appointment for a period exceeding four weeks; or
- (c) appointed as acting Deputy Director to a scientist Director pursuant to clause 52 (Higher Duties) of this Agreement.

**6.10 Director (Scientist)**

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

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

**6.11 Medical Scientists Classification Criteria Definitions, Specific Weighting Factors Formula**

- (a) The following definitions are to be read in conjunction with the Agreement classification standards.
- (b) A Department/Section is to be determined by the following specific weighting factors formula.
- (c) The first factor is based on fixed annual salaries, as at 31 December 1989, for each classification divided by 1000. The annual salary is to be exclusive of overtime and any ancillary payments.
- (i) The points for each classification are as follows:
    - (A) grade 4 = 52.88
    - (B) grade 3 = 44.68
    - (C) grade 2 = 37.60
    - (D) grade 1 = 32.08
    - (E) trainee = 21.18
  - (ii) other classifications such as technicians (23.72 points) nursing, short term, part-time and ancillary staff (points determined as above) may also be included at the discretion of the parties on individual merit criteria;
  - (iii) reporting relationships vary markedly from institution to institution and in some cases have a bearing on the resultant classification of the Scientist in question on direct accountability grounds;
  - (iv) in respect of staff working afternoon, night and/or weekend rosters, the points are to be allocated to the Scientist responsible for their diagnostic supervision. Staff working on rotation (daily, weekly or monthly in different areas) are to be allocated points on a pro rata basis mutually agreed between the persons in charge of the respective areas in which they work and to whom they are responsible. Evidentiary material may be required in the event of a contested application for reclassification.

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- (d) The second factor is the aspect of “final responsibility” of the Scientist in question. The criteria for the application of 100 points for this responsibility are:
  - (i) the Scientist is a NATA approved signatory; or
  - (ii) there is no more senior scientific specialist on site; or
  - (iii) there is no clinical specialist on site.
- (e) The third factor to be applied is to recognise organisational complexity. The term Unit (which attracts 40 points) is prescriptive in terms of the organisational entity due to the varied usage of the terminology (department, section or unit). This is to ensure a universally applied approach irrespective of local terminology.
- (f) Each ‘Unit’ supervised or for which responsibility is taken attracts 40 points and for the purposes of this clause includes Andrology, Biochemistry, Blood Banking, Cardiology, Cardio-Vascular Perfusion, Clinical Pharmacology, Cytogenetics, Cytology, Embryology, Endocrinology, Gastroenterology, Haematology, Histopathology, IVF Sciences, Immunology, Intensive Care, Lung Function, Medical Physics, Microbiology, Neuropathology, Neurophysiology, Physical Sciences, Renal Dialysis, Renal Unit, Tissue Typing, Vascular Unit or Virology.
- (g) The term "Section" is applied to other specific areas, other than the abovementioned and is recognised as a single entity in its own right, and will attract twenty points.
- (h) The fourth factor is whether or not the institution in which the Scientist is an Employee is a teaching hospital. If so a further 100 points is added to the final score.
- (i) Final Scores:
  - (i) Class 1 Department/unit/section - <200 points;
  - (ii) Class 2 Department/unit/section - 200 to <480 points;
  - (iii) Class 3 Department/unit/section - 480 points or more.
- (j) The above points may be amended or varied, in whole or part, from time to time by agreement of the Employer and the Union and may only be amended or varied via a hearing of FWC convened for that purpose.

**6.12 Medical Scientists Working Party**

- (a) The Medical Scientists Working Party shall comprise equal representation from Employer and Employee parties to this Agreement.
- (b) The classification of a Scientist Grade III or IV according to the application of the formula will not become operative unless a beneficial reclassification is endorsed by the Working Party in the circumstances where the minimum points are exceeded for at least four continuous weeks.
- (c) Reclassifications will be dealt with by the Working Party by consideration of submissions from Employers or Employees.

- (d) The role of the Working Party in this regard is limited to ensuring that the appropriate criteria are met, and endorsement will not be withheld where the appropriate criteria are met.
- (e) Where a reclassification is endorsed by the Working Party the reclassification shall apply on and from the date at which the Employee assumed the relevant duties or the date on which the circumstances first arose entitling the Employee to the reclassification.

**6.13 Medical Scientists Classification Review Committee**

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

**6.14 Medical Scientists – Higher Qualifications Allowance**

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



- (iv) for Fellowship of the Australian Association of Clinical Biochemists, Fellowship of the Australian Institute of Medical Laboratory Scientists, Doctor of Science, Doctor of Philosophy, Fellowship of the Human Genetics Society of Australia FHGSA, or Member of the Royal College of Pathologists or other recognised equivalent qualification, the sum of 10% of the base rate as defined.
- (b) Such allowance shall not be cumulative in the case of multiple higher qualifications.
- (c) The base rates of pay for the purposes of this clause shall be Medical Scientist Grade 1, Year 3.

**6.15 Medical Scientist Progression from Grade 1 to Grade 2**

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

- (a) A Medical Scientist (Scientist) Grade 1 Year 7 may request assessment by their manager before the end of their 7<sup>th</sup> year to determine whether the Scientist is eligible for progression to Scientist Grade 2 in accordance with this clause. It remains the responsibility of each Scientist's manager to ensure the appropriate assessment described in this clause is undertaken before the end of the 7<sup>th</sup> year of each Grade 1 Scientist.
- (b) If a Grade 1 Year 7 Scientist is not assessed in accordance with this clause as a result of a manager's inaction, she/he shall be deemed to be competent in accordance with subclause 6.15(d) below and reclassified to Grade 2.
- (c) When assessing a Scientist Grade 1 Year 7 for progression to Grade 2 the criteria set out below will be applied. These criteria are intended to provide a method of quick, accurate and fair assessment of the experience and competence of each Scientist at this Grade and pay level.
- (d) It is assumed for the purposes of this clause that a Scientist who completes the final year level of Grade 1 will normally have acquired a broader range of skills, knowledge and clinical experience, such that progression to Grade 2 is warranted.
- (e) The criteria applied for progression under this clause will be fair and recognise the individual Scientist's demonstrated skills and competence.
- (f) A scientist must demonstrate he/she has acquired special knowledge or depth of experience, and/or is able to apply a level of performance worthy of additional remuneration. A scientist who satisfies this criterion will progress to Grade 2.
- (g) Indicators of meeting the criterion in subclause 6.15(f) include at least two of the following:
  - (i) Demonstrated experience and competence to make independent analytical decisions in the performance and understanding of a wide range of diagnostic tests or procedures or of complex tests
  - (ii) Demonstrated ability to provide professional advice within and/or outside the laboratory on appropriate scientific/clinical matters

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- (iii) Demonstrated ability to critically assess and evaluate new equipment, instruments, pathology products or methods
  - (iv) Mentoring and/or training of undergraduate and graduate scientific staff within laboratory protocols
  - (v) Represents pathology and/or the health service on scientific/clinical committees or working groups
  - (vi) Demonstrated commitment to further education and ongoing professional development, which may include attendance at scientific meetings and activities recognised through the Australian Institute of Medical Scientists, or equivalent professional body.
- (h) The assessment of a Scientist under this clause will be conducted in consultation with the Scientist concerned.
- (i) If a Scientist does not meet the progression criterion referred to in subclause 6.15(f) he/she will be given written reason/s as to why and offered an opportunity to be re-assessed 3 months after the date of the first assessment. If the Scientist does not meet the criterion after the second assessment he/she can make application and will be assessed in the following year.
- (j) When a Scientist is assessed as competent to progress to Grade 2, the new grading will be confirmed in writing to her/him.
- (k) Any dispute that arises in relation to an assessment conducted under this clause will be dealt with through the disputes settlement procedure of this Agreement.
- (l) The provisions of this clause come into effect on 1 December 2017 or the operative date of the Agreement which ever is the later date.

**7. PHARMACISTS**

This clause should be read in conjunction with Schedule 2.

**7.1 Student Pharmacist**

A student Pharmacist, as defined in clause 9u of this Agreement shall be paid at the rate of 27% of the rate prescribed for the "Pharmacist grade I - 1st year of experience after registration".

**7.2 Pharmacist Intern**

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

**7.3 Pharmacist Grade 1**

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

**7.4 Pharmacist Grade 2**

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

**7.5 Pharmacist Grade 3**

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

**7.6 Pharmacist in Charge**

Is a Pharmacist who

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

**7.7 Pharmacist Grade 4**

- (a) Is a very experienced pharmacist who is appointed to this grade and/or who meets most of the indicators for Grade 3 and:

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- (i) is a Deputy Director of a Pharmacy Gp 2 or 3 provided that the minimum classification for a Deputy Director Gp 2 shall be Pharmacist Grade 4 Yr 5; or
  - (ii) is a Director of a Group 4 pharmacy provided that the minimum rate for this position shall be Pharmacist Grade 4 Yr 5; or
  - (iii) manages a campus pharmacy within a networked health service; or,
  - (iv) supervises Grade 3 Pharmacists; or,
  - (v) is a pharmacist who would normally have at least 10 years postgraduate experience and/or, who possesses specific knowledge in the profession and works in an area(s) that requires high levels of specialist knowledge. The parameters of the role of a Senior Clinician include some of the following: a consultative role, lecturing in the area of their clinical speciality, teaching undergraduates and/or post-graduate students and providing education to staff from other disciplines.
- (b) There shall be one Deputy Director in each Group 2 and 3 pharmacy. In addition there shall be one Deputy Director in each of the following health services: Grampians Health (at former Ballarat Health Service), Central Gippsland Health Service, North East Health Wangaratta, South West Health Care, Goulburn Valley Base Hospital.
- (c) Indicators of this position may include:
- (i) have a high standing in the pharmacy profession based on some or all of the following criteria: qualifications, awards; past appointments; publications; membership of committees and of professional organisations; consultancies; research grants in which the applicant is the principal or associate investigator, teaching appointments/commitments; or.
  - (ii) have responsibility for extensive research or practice development demonstrated through research publications and being a major initiator of funding applications.

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

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

**7.9 Director**

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

**7.10 Pharmacists – Higher Qualifications Allowance**

- (a) Where a Pharmacist has a higher qualification they shall be paid, in addition to the rates of pay prescribed in the appropriate clause, the following:
  - (i) Graduate Certificate in a field of pharmacy, or other recognised equivalent degree, the sum of 4% of the base rate as defined;

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

#### **7.11 Grouping of Pharmacy Departments**

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

#### **PHARMACY DEPARTMENT GROUPINGS**

##### **GROUP 1**

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

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

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

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

##### **GROUP 2**

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

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

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

Barwon Health (including Geelong Hospital and McKellar Centre)

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

The Royal Children's Hospital

Peter MacCallum Cancer Institute

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

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

**GROUP 3**

LaTrobe Regional Hospital

The Royal Women's Hospital

Royal Victorian Eye and Ear Hospital

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

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

**GROUP 4**

Goulburn Valley Base Hospital

Central Gippsland Health Service

North East Health Wangaratta

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

Grampians Health (at the former Wimmera Health Care Group including Wimmera Base Hospital)

Mildura Base Hospital

East Gippsland Health Services

Albury Wodonga Health – Wodonga Campus

Echuca Regional Health

**GROUP 5**

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

Calvary Healthcare – Bethlehem

Dhelkaya Health (at former Castlemaine Health, Mt. Alexander Hospital)

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

Swan Hill District Health

**SOLE PHARMACIST OR PHARMACIST-IN-CHARGE**

Portland District Health

Western Health (at the former Djerriwarrh Health Services)

Bass Coast Regional Health (including Wonthaggi and District Hospital)

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

Grampians Health (at former Stawell Regional Health)

West Wimmera Health Service (including Nhill Hospital)

Central Highlands Rural Health (at former Kyneton District Health Service)

Benalla and District Memorial Hospital

Maryborough District Health Service

Alexandra District Hospital

Beechworth Health Service

Lyndoch Warrnambool Inc

Yarrawonga District Health Service (including Yarrawonga Hospital)

### **GROUPING CRITERIA**

#### **Group 1:**

Over 60 EFT\*; and

State Referral Centre; and

Multiple sites; and

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

#### **Group 2:**

Over 20 EFT\*; and

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

At least three general hospital sites; or

State Referral Centre; or

A specialist hospital

#### **Group 3:**

Over 7.5 EFT\*; and

State Referral Centre; or

A specialist hospital; or

Regional base hospital; or

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



**Group 4:**

Over 2.5 EFT\*; and

Has a Director of Pharmacy

**Group 5:**

1 -2.5 EFT\*

Has a Director of Pharmacy

**Pharmacist in Charge**

Sole pharmacist or pharmacist-in-charge; or

Less than 1 EFT

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

**7.12 Applications for Regrouping Of Pharmacy Departments**

- (a) The Union may apply to a health service for re-grouping of a pharmacy department according to the criteria in clause 7.11 to this schedule.
- (b) Should no agreement be reached between the Union and the health service over the claim for re-grouping, application may be made to FWC for resolution of the dispute under sub-clause 11 (Dispute Settling Procedures) of this Agreement,
- (c) The health service shall apply any recommendation or determination of FWC from the date of the Union's original application.

**8. PSYCHOLOGISTS**

- (a) This clause should be read in conjunction with Schedule 2.
- (b) Psychologists must comply with the PBA Code of Ethics and the legal requirements of the psychology profession

**9. PSYCHOLOGIST GRADE 1**

**9.1 Interns and Overseas Trained Psychologists with Provisional Registration**

- (a) **“4+2” Intern** A Provisional Psychologist who has completed the equivalent of an Australian Psychology Accreditation Council (APAC) four-year degree accredited sequence of study in psychology and is registered as a Provisional Psychologist with the PBA, and who is undertaking an Internship program plan approved by the PBA which includes two years of supervision shall be classified as a Grade 1 Level 1 in the first year of employment, and at Grade 1 Level 2 in the second year of employment and thereafter.
- (b) **“5+1” Intern** A Provisional Psychologist who has completed the equivalent of an Australian Psychology Accreditation Council (APAC) four-year degree accredited sequence of study in psychology plus a general one-year master’s degree (e.g. Masters of Professional Psychology) and is registered as a Provisional Psychologist with the PBA, and who is undertaking an Internship program plan approved by the PBA which includes one year of supervision shall be classified as a Grade 1 Level 2.
- (c) Interns and overseas trained psychologists with provisional registration are employed as Provisional Psychologists in accordance with the requirements of the PBA. They practice under the regular supervision of a Psychologist Grade 3 or above employed in the same health service. Where there is shared supervision of a Provisional Psychologist by a principal and secondary supervisor, the principal supervisor shall be a Psychologist Grade 3 or above, the secondary supervisor will be a Psychologist Grade 3 or above or may be a suitably experienced Psychologist Grade 2 who meets PBA requirements for secondary supervision.
- (d) Interns and overseas trained psychologists with provisional registration are required to undertake the National Psychology Exam in order to obtain general registration from the PBA and are entitled to take Examination Leave as provided for in Clause 71 of this Agreement.

**9.2 Higher Degree Students**

- (a) A provisionally registered psychologist undertaking a PBA approved accredited higher degree pathway who is practicing outside university placements with PBA approval shall be paid at Grade 1 Level 2.

**10. PSYCHOLOGIST GRADE 2**

- (a) A psychologist Grade 2 is a Psychologist registered with the Psychology Board of Australia, engaged in psychological practice.
- (b) Positions at this level are entry-level psychologist positions, and include Psychology Registrar positions.

**10.2 Psychologist Grade 2 Providing Clinical Supervision**

- (a) A Psychologist Grade 2 does not provide clinical supervision to other Psychologists including Interns, Provisionally Registered Psychologists or post-graduate students on placement.
- (b) Provided that a Psychologist Grade 2 who holds an Endorsement in an Area of Practice and who is a PBA approved supervisor may be a secondary supervisor of Psychologist Grade 1 Interns in accordance with subclause 9.1(c)

**10.3 Clinical/ Professional Supervision of Psychologists Grade 2**

A Psychologist Grade 2 will be provided with clinical/ professional supervision from a Psychologist Grade 3 or above who is a PBA approved supervisor as provided for in clause 95 of this Agreement.

**10.4 Registrars**

- (a) For the purposes of gaining endorsement from the PBA, Psychology Registrars shall be provided with clinical/ professional supervision from a Psychologist Grade 3 or above who is a PBA approved supervisor in the relevant Area of Practice, and in accordance with the requirements of the PBA.
- (b) Registrars will be allowed time release to attend internal programs or training which may be developed by a health service specifically for Registrars.

**11. PSYCHOLOGIST GRADE 3**

- (a) Is a person who is registered as a Psychologist with the PBA with a minimum of five years professional experience as a Psychologist Grade 2 (or equivalent).
- (b) A psychologist Grade 3 may:
  - (i) supervise Masters or Doctoral students with provisional registration who are on placement in a health service
  - (ii) be involved in supporting clinical education activities
  - (iii) contribute to the evaluation and analysis of guidelines, policies and procedures applicable to their clinical/professional work
  - (iv) Be required to provide clinical supervision to a P2 or P1, provided that are an approved PBA Supervisor and their workloads are adjusted.

**11.2 Mental Health Services Only – Areas of Endorsement**

- (a) Only psychologists who hold an Endorsement from the PBA in clinical psychology, forensic psychology or neuropsychology shall be employed at Grade 3 and above in mental health services. Provided that psychologists employed in mental health services as at 1/1/2011 shall be exempted from this sub-clause.
- (b) Provided that Health Psychologists attached to Clinical liaison teams or who work with patients with eating disorders, and Educational and Developmental Psychologists attached to Autism or education/school based programs (such as CASEA) may be employed at Grade 3 and above in Mental Health Services.

- (c) Where a psychologist working in a mental health service is undertaking study to achieve PBA endorsement as a Clinical Psychologist they can apply for study leave under this Agreement.
- (d) In addition to subclause 11.2(a) or, in the case of Mental Health Services only, 11.2(a) and 11.2(b) above, a Psychologist Grade 3 shall meet one of the criteria prescribed below.
  - (i) Is engaged on psychological work requiring advanced knowledge and skills. Indicators of advanced knowledge and skills include having responsibility for complex clinical cases and/or providing secondary consultation.
  - (ii) Is responsible for implementing clinical research projects, or pilot projects associated with service development, including data collection and analysis.
  - (iii) Is the only psychologist employed by the Employer.
  - (iv) Provides clinical supervision to Grade 1 and/or Grade 2 Psychologist(s).

## 12. PSYCHOLOGIST GRADE 4

- (a) Is a person who may be required to provide supervision and training to other psychologists (i.e. to Psychologists Grades 1, and/or 2 and/or 3) in specialist psychological skills ensuring the compliance of others with the code of ethics and legal requirements of the psychology profession, and may provide secondary consultation, supervision and debriefing to other health professionals.
- (b) A Psychologist Grade 4 is a senior psychologist who, in addition to meeting the requirements of sub clause 11.2(a) above meets the criteria prescribed by either sub clause 12(c), (d), (e) or (f) below.
- (c) Is a leader of a professional team responsible for the clinical/professional leadership and/or administration of a unit, or a group of psychologists and/or other health professionals including but not limited to aged care, adult mental health, child and adolescent mental health, clinical neuropsychology and clinical liaison. Parameters of this position may include:
  - (i) responsibility for a section or a number of sections of a service; and/or,
  - (ii) co-ordinating the professional development of other psychologists; and/or,
  - (iii) providing professional expertise and advice internal and external to the organization on key issues of a psychological nature including service development; and/or,
  - (iv) involvement in staff recruitment and performance appraisal; and/or,
  - (v) responsibility for co-ordinating quality projects and risk management activities including verification of registration status and special endorsements of psychologists in the section or service; and/or,
  - (vi) having some budget responsibilities.

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- (d) Is a senior clinician, will be expected to have at least 10 years of experience, but no less than 8 years of experience, as a registered psychologist, required to practice psychology with a high degree of initiative and depth of experience, or a clinical specialist in a specific area of psychology or mental health disorders;
  - (i) with expert knowledge of the methods, principles and practices of a specialist area of psychology or mental health disorders
  - (ii) with clinical duties of a specialised nature requiring higher level knowledge and experience in a specific area of psychology
  - (iii) providing consultation with other psychologists or with professional bodies and organisations regarding psychological services and/or development of policies and procedures in areas requiring specialist psychological knowledge
  - (iv) may liaise with university clinical educators.
- (e) At this level a senior clinician is expected to hold specialist endorsement from the PBA.
- (f) Is a principal researcher or project manager, responsible for the design, implementation and publication of clinical psychological research as an author or co-author. May be a major initiator of funding or required to acquit funding. May present research papers at professional conferences and seminars.

**12.2 Education**

Indicative duties may include:

- (a) Where there is a Grade 5 Principal Clinical Educator:
  - (i) assisting the principal educator with the planning and development and management of clinical teaching and clinical education of psychologists employed in the service, including programs for Interns and Registrars, and the coordination of the professional development of psychologists.
  - (ii) any of the duties and responsibilities as delegated by the Grade 5 Principal Clinical Educator (Psychology).
- (b) Where there is no Grade 5 Principal Clinical Educator:
  - (i) education regarding psychological clinical skills provided to other health professionals including students and psychiatry registrars by psychologists in the service.
  - (ii) provision of education and training to the workforce (including other clinicians) in a mental health service or mental health services.
  - (iii) provision of training to other stakeholders including but not limited to staff of community health services, schools and primary health care networks.
- (c) In community health services is a senior psychologist (however titled) who manages and is responsible for a program/area including psychologists and/or other health professionals and/or other counselling staff.

**13. PSYCHOLOGIST GRADE 5**

(a) Is a senior psychologist with more than 10 years' experience, with demonstrated, highly developed leadership skills, extensive postgraduate, professional experience and a recognized professional specialisation, and/or a management qualification with significant professional leadership experience.

(b) A psychologist at this level is engaged in one or more of the following:

**(i) Administration / Management**

(A) **Head of Service / Program** (however titled) who heads a specialist psychology service or program, with responsibility for other psychologists and/or other staff across a number of sections of a service or a specialised program or service.

(B) The **Deputy Director of Psychology** is a deputy to the Director of Psychology Grade 6 in a tertiary teaching hospital or other health service as listed.

**(ii) Clinical Leadership**

(A) The Principal Psychologist is a recognised leader in a specialist field of psychology, with significant contributions to the body of psychological knowledge and professional practice, and/or the development and education of psychologists within the field.

(1) May be responsible for the development of clinical policy, protocols and planning for delivery of psychological services in their field of expertise; and/ or

(2) May have responsibility for service planning and policy.

**(iii) Principal Psychologist - Research**

Indicators include:

(A) A significant number of research publications with the psychologist as primary author, and which have been published in high impact, peer reviewed journals; and/or

(B) being a major initiator of successful funding applications. e.g. to the National Health and Medical Research Council, or the Australian research Council; and/or

(C) Presentation of papers as the invited keynote speaker or invited work shop presenter, which may include psychological research or issues of clinical development, at major professional conferences and seminars.

**(iv) Education**

The Principal Clinical Educator (Psychology) will:

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- (A) Be a Supervisor approved by the Psychology Board of Australia; and
- (B) Have demonstrated clinical experience and advanced knowledge and skills to be able to provide education and teach other psychologists and/or students; and
- (C) Be responsible for the planning and development and management of clinical teaching and clinical education of psychologists employed in the service, including programs for Interns and Registrars, and the coordination of the professional development of psychologists;
- (D) And may have an honorary university appointment that includes active involvement in the teaching of psychology at undergraduate and/or postgraduate level.

The Principal Clinical Educator (Psychology) responsibilities may include ensuring, including by delegation:

- (E) The teaching of specialised clinical skills to other psychologists and/or students in other disciplines.
- (F) the co-ordination of student placements and supervision.
- (G) the management of relationships with Universities and other education providers.
- (H) the coordination of the Registrar program.
- (I) The coordination of clinical supervision of psychologists in the service.
- (J) the planning and coordination of the training re psychological clinical skills provided to other health professionals including students and psychiatry registrars by psychologists in the service.
- (K) the planning and coordination of education to carers and relatives of clients on psychological matters in a mental health service or mental health services.
- (L) the planning and coordination of the provision of education and training to the peer workforce in a mental health service or mental health services.
- (M) the planning and/or oversight of education and training to other stakeholders including but not limited to staff of community health services, schools and primary health care networks.

(c) **Director of Psychology Grade 5** A Director of Psychology Grade 5 will be appointed at each of the following health services (or their successors):

- (i) Albury Wodonga Health
- (ii) Goulburn Valley Health
- (iii) Latrobe Regional Hospital

- (iv) Mildura Hospital
- (v) Mercy Public Hospital
- (vi) Peter McCallum Cancer Institute
- (vii) St Vincent's Hospital
- (d) Provided that a psychologist currently classified as a Psychologist Grade 5 will continue to be so classified other than a psychologist appointed as a Director Grade 6.

**14. DIRECTOR OF PSYCHOLOGY GRADE 6**

- (a) The Director of Psychology will have:
  - (i) extensive experience as a psychologist at a senior level in a mental health and/or in a public health service; and
  - (ii) endorsement from the Psychology Board of Australia in a relevant Area of Practice.
- (b) A Director of Psychology Grade 6 will be appointed to the following health services (or successors):
  - (i) Alfred Health
  - (ii) Austin Health
  - (iii) Ballarat Health Service
  - (iv) Barwon Health
  - (v) Bendigo Health Service
  - (vi) Eastern Health
  - (vii) Melbourne Health
  - (viii) Monash Health
  - (ix) Northern Health
  - (x) Peninsula Health
  - (xi) Royal Children's Hospital
  - (xii) South West Healthcare
  - (xiii) Western Health
- (c) Among other responsibilities, the Director of Psychology:
  - (i) Provides leadership and oversight of the psychology workforce planning, development, recruitment and workforce reform (including decisions related to the temporary re-assignment of Psychology resources), which may be a part of a delegated clinical governance structure.
  - (ii) Oversees the credentialing, scope of practice and clinical/professional supervision of the psychology workforce which may be a part of a delegated clinical governance structure.
  - (iii) Contributes to service planning and evaluation by providing expert advice.



- (iv) Supports and provides leadership and capability to high quality clinical education of staff and psychology students, which may be a part of a delegated clinical governance structure.
- (v) May manage the psychology budget including ensuring the provision of psychological instruments and tests, materials and supplies that that may be required to provide services to the client population, and the needs of psychologists.

#### **14.2 Psychologist Grade 2 to Psychologist Grade 3 Progression**

For the purpose of this progression clause, experience gained as a provisionally registered Psychologist does not count as experience as a Grade 2 Psychologist.

Career progression is an important aspect of the attraction and retention of Psychologists working in public health services and is an important aspect of career satisfaction for individual Psychologists.

- (a) A Psychologist Grade 2 may make request to progress to Psychologist Grade 3 where the Psychologist:
  - (i) Has endorsement from the PBA in an Area of Practice;
  - (ii) Has minimum of 5 years' experience as a generally registered Psychologist;
  - (iii) Performs complex clinical work of a psychological nature, as part of normal duties; and
  - (iv) Is a PBA approved Supervisor.
- (b) Provided that, Psychologists working in Mental Health must have an Area of Endorsement consistent with clause 11.2.
- (c) It is assumed for the purpose of this clause that a Psychologist with a PBA Area of Endorsement possesses advanced knowledge and skills, such that an application for progression is warranted.
- (d) The employer will respond to the application within 28 days of it being lodged.
- (e) Where an Employer refuses an application for progression, the Employer will provide written reasons (including the reason at (f) below) for refusal.
- (f) The movement of a psychologist from grade 2 to 3 does not rely on a vacancy or funding for the position but will be determined solely on the satisfaction of the criteria in sub clause 14.2(a) above.

Example: Progression will be based on the satisfaction of the criteria for progression and not on whether there is a vacancy or on the basis of the relevant Department's budget.
- (g) An employer may only refuse to progress a psychologist who meets the criteria in sub-clause 14.2(a) above where they are able to demonstrate that there is no grade 3 work available.
- (h) A Psychologist whose application is refused may reapply after 12 months.
- (i) Where the application for progression from Grade 2 to Grade 3 is successful, the Employer will confirm the Psychologist's classification in writing.

- (j) In the event that a dispute arises over the refusal of the Application it will be referred to the Independent Dispute Panel.
- (k) Nothing in this clause prevents a dispute over a refusal under 3 above from being dealt with under clause 11 – Dispute Resolution – of this Agreement.
- (l) Provided that a Psychologist Grade 2 may be reclassified as a Psychologist Grade 3 at the initiative of the employer, or by reason of meeting one of the criteria in 14.2(a).
- (m) For the avoidance of doubt, a Psychologist who is progresses to P3 is required to undertake P3 work.

### **14.3 Psychologists – Higher Qualifications Allowance**

- (a) Where a psychologist has a higher qualification they shall be paid, in addition to the rates of pay prescribed in the appropriate clause, the following:
  - (i) for Graduate Certificate in behavioural science or psychology, or other recognised equivalent qualification, the sum of 4% of the base rate as defined where the Employee was at the date of commencement of this Agreement receiving payment of the Graduate Certificate Allowance shall continue to be paid that allowance. Persons employed after the commencement of this Agreement who hold these qualifications shall not be entitled to the allowance;
  - (ii) for Graduate Diploma in behavioural science or psychology, or other recognised equivalent qualification, the sum of 6.5% of the base rate as defined, provided that persons who hold the Graduate Diploma in Health Administration, Graduate Diploma in Behavioural Science or Graduate Diploma in Psychology or recognised equivalent qualifications who as at 26 June 2008 were entitled to payment of the Graduate Diploma Allowance, shall continue to be paid that allowance. Persons employed after 26 June 2008 who hold these qualifications shall not be entitled to the allowance;
  - (iii) for Master of Arts, Master of Science, Master of Psychology, Master of Business Administration, or any recognised equivalent qualification from a tertiary institution, the sum of 7.5% of the base rate as defined;
  - (iv) Membership of a College of the Australian Psychological Society the sum of 7.5% of the base rate as defined where the Employee was at the date of commencement of this Agreement receiving payment of the Allowance shall continue to be paid an allowance. Persons employed after the commencement of this Agreement who hold these qualifications shall not be entitled to the allowance;
  - (v) for Doctor of Philosophy, Doctor of Science in behavioural science or psychology or other recognised equivalent qualification, the sum of 10% of the base rate as defined.
- (b) Such allowance shall not be cumulative in the case of multiple higher qualifications.

- (c) The base rate of pay for the purpose of this clause shall be Psychologist Grade 1, Year 3.

**15. HIGHER QUALIFICATIONS ALLOWANCES - COMPUTING, INFORMATION TECHNOLOGY OR MANAGEMENT**

Provided that where an Employee covered by this Agreement holds a Graduate Certificate, Graduate Diploma, Masters or Doctor of Philosophy in computing, information technology or management, or a Masters of Business Administration, or an equivalent qualification from a tertiary institution, and the qualification held is relevant to the work, or part of the work, which they are required to perform, they shall be paid, in addition to their salary, the following amount: Notwithstanding the above, subclause 14.3(a)(iii) of Schedule 3 shall continue to prescribe entitlements for Psychologists who hold the degree of Master of Business Administration.

- (a) Graduate Certificate, the sum of 4% of the base rate as defined for the relevant classification;
- (b) Graduate Diploma, the sum of 6.5% of the base rate as defined for the relevant classification;
- (c) Masters Degree or Master of Business Administration, the sum of 7.5% of the base rate as defined for the relevant classification;
- (d) For Doctor of Philosophy or professional doctorate, the sum of 10% of the base rate as defined for the relevant classification.
- (e) Such allowance shall not be cumulative in the case of multiple higher qualifications. An Employee shall be paid only the relevant higher qualifications allowance for the highest qualification held, and for which they are eligible.



## SCHEDULE 4: ALFRED HEALTH GENERAL CONDITIONS

### 1. Incidence

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

### 2. Definitions

“Parties” means the Health Services Union and Alfred Health

### 3. Merit Criteria – Medical Scientists

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

### 4. Overtime

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

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

### 5. Roster Changes

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

5.2 Notwithstanding the provisions of clause 57 of the Agreement, the period of notice for roster changes at Alfred Health shall be 14 days.

### 6. Enhanced Leave Flexibility

Annual Leave or Long Service Leave may be taken in association with short-term conference, scientific exchange or visitation leave.

### 7. Personal Leave

Clause 7(a) shall apply in lieu of 64.3e of the Agreement.

(a) An employee may be absent through sickness or requirement to attend a health professional without furnishing evidence of such for a total of 24 hours, with a minimum period of 2 hours, in any one year of service.

(b) The employer shall not terminate the service of any employee during the currency of any period of personal leave.

**8. Occupational Health and Safety**

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

## SCHEDULE 5: ALFRED HEALTH, AUSTIN HEALTH & ROYAL MELBOURNE HOSPITAL – CLINICAL PERFUSIONISTS

### 1. Application of this Schedule

1.1 This Schedule applies to Clinical Perfusionists employed by Alfred Health, Austin Health and the Royal Melbourne Hospital.

1.2 Clinical Perfusionists employed by the Employers named at clause 1.1 above. :

- (a) will be covered by this Schedule; and
- (b) will be covered by this Agreement, save for the following provisions: clauses 55 (Hours of Work), 59 (Overtime), 60 (On Call-Recall), 56 (Shift Work), 80 (Public Holidays), 86 (Travelling Transport and Fares), 51.6a (Meal Allowance) and 61.10 (Annual Leave Loading).

### 2. Annual Leave

Perfusionists who participate fully in the On-call roster such that they are available for duty on ten or more weekends shall be entitled to 38 hours' annual leave in addition to the leave prescribed in clause 61 (Annual Leave).

### 3. Salaries

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

### 4. Salary Rates (per week)

Alfred Health Clinical Perfusionists Classifications	FFPPOA 1 Dec 2021 2%	FFPPOA 1 Dec 2022 2%	FFPPOA 1 Dec 2023 2%	FFPPOA 1 Dec 2024 2%
Grade 1 Year 1	\$1,915.56	\$1,953.86	\$1,992.96	\$2,032.86
Grade 1 Year 2	\$2,052.92	\$2,094.02	\$2,135.92	\$2,178.62
Grade 1 Year 3	\$2,223.78	\$2,268.28	\$2,313.68	\$2,359.98
Grade 1 Year 4	\$2,375.69	\$2,423.19	\$2,471.69	\$2,521.09
Grade 1 Year 5	\$2,491.17	\$2,540.97	\$2,591.77	\$2,643.57
Grade 1 Year 6	\$2,615.73	\$2,668.03	\$2,721.43	\$2,775.83
Grade 1 Year 7	\$2,760.91	\$2,816.11	\$2,872.41	\$2,929.81
Grade 2 Year 1	\$2,842.13	\$2,898.93	\$2,956.93	\$3,016.03
Grade 2 Year 2	\$2,926.78	\$2,985.28	\$3,044.98	\$3,105.88
Grade 2 Year 3	\$3,098.00	\$3,160.00	\$3,223.20	\$3,287.70
Grade 2 Year 4	\$3,314.98	\$3,381.28	\$3,448.88	\$3,517.88
Grade 2 Year 5	\$3,386.18	\$3,453.88	\$3,522.98	\$3,593.48

SCHEDULE 5: ALFRED HEALTH, AUSTIN HEALTH & ROYAL MELBOURNE HOSPITAL –  
CLINICAL PERFUSIONISTS

<b>Alfred Health Clinical Perfusionists Classifications</b>	<b>FFPPOA 1 Dec 2021 2%</b>	<b>FFPPOA 1 Dec 2022 2%</b>	<b>FFPPOA 1 Dec 2023 2%</b>	<b>FFPPOA 1 Dec 2024 2%</b>
Grade 2 Year 6	\$3,474.85	\$3,544.35	\$3,615.25	\$3,687.55
Grade 2 Year 7	\$3,762.76	\$3,838.06	\$3,914.86	\$3,993.16
Grade 3 Year 1	\$3,836.61	\$3,913.31	\$3,991.61	\$4,071.41
Grade 3 Year 2	\$4,036.84	\$4,117.54	\$4,199.94	\$4,283.94
Grade 3 Year 3	\$4,461.48	\$4,550.68	\$4,641.68	\$4,734.48
Grade 4	\$5,044.29	\$5,145.19	\$5,248.09	\$5,353.09

**5. Additional Payments**

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



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

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

### 1. Rates of Pay

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

Classification	Old Rate	FFPPOA 1 Dec 2021 2%	FFPPOA 1 Dec 2022 2%	FFPPOA 1 Dec 2023 2%	FFPPOA 1 Dec 2024 2%
<b>Level A</b>					
Research/Education Officer Year 1	\$1,426.20	\$1,454.70	\$1,483.80	\$1,513.50	\$1,543.80
Research/Education Officer Year 2	\$1,476.70	\$1,506.20	\$1,536.30	\$1,567.00	\$1,598.30
Research/Education Officer Year 3	\$1,520.20	\$1,550.60	\$1,581.60	\$1,613.20	\$1,645.50
Research/Education Officer Year 4	\$1,568.50	\$1,599.90	\$1,631.90	\$1,664.50	\$1,697.80
Research/Education Officer Year 5	\$1,625.60	\$1,658.10	\$1,691.30	\$1,725.10	\$1,759.60
Research/Education Officer Year 6	\$1,709.60	\$1,743.80	\$1,778.70	\$1,814.30	\$1,850.60
Research/Education Officer Year 7	\$1,772.60	\$1,816.90	\$1,853.20	\$1,890.30	\$1,928.10
<b>Level B</b>					
Research/Education Fellow Year 1	\$1,835.70	\$1,872.40	\$1,909.80	\$1,948.00	\$1,987.00
Research/Education Fellow Year 2	\$1,898.70	\$1,936.70	\$1,975.40	\$2,014.90	\$2,055.20
Research/Education Fellow Year 3	\$1,967.50	\$2,006.90	\$2,047.00	\$2,087.90	\$2,129.70
Research/Education Fellow Year 4	\$2,007.00	\$2,057.20	\$2,098.30	\$2,140.30	\$2,183.10
<b>Level C</b>					

SCHEDULE 6: EASTERN HEALTH TURNING POINT RESEARCH AND EDUCATION EMPLOYEES

<b>Classification</b>	<b>Old Rate</b>	<b>FFPPOA 1 Dec 2021 2%</b>	<b>FFPPOA 1 Dec 2022 2%</b>	<b>FFPPOA 1 Dec 2023 2%</b>	<b>FFPPOA 1 Dec 2024 2%</b>
Senior Research/Education Fellow Year 1	\$2,030.60	\$2,071.20	\$2,112.60	\$2,154.90	\$2,198.00
Senior Research/Education Fellow Year 2	\$2,093.50	\$2,135.40	\$2,178.10	\$2,221.70	\$2,266.10
Senior Research/Education Fellow Year 3	\$2,156.80	\$2,199.90	\$2,243.90	\$2,288.80	\$2,334.60
Senior Research/Education Fellow Year 4	\$2,225.50	\$2,270.00	\$2,315.40	\$2,361.70	\$2,408.90
Senior Research/Education Fellow Year 5	\$2,288.90	\$2,334.70	\$2,381.40	\$2,429.00	\$2,477.60
Senior Research/Education Fellow Year 6	\$2,351.00	\$2,398.00	\$2,446.00	\$2,494.90	\$2,544.80
Senior Research/Education Fellow Year 7	\$2,414.50	\$2,462.80	\$2,512.10	\$2,562.30	\$2,613.50
Senior Research/Education Fellow Year 8	\$2,486.10	\$2,535.80	\$2,586.50	\$2,638.20	\$2,691.00
Senior Research/Education Fellow Year 9	\$2,545.80	\$2,596.70	\$2,648.60	\$2,701.60	\$2,755.60
Senior Research/Education Fellow Year 10	\$2,620.80	\$2,686.30	\$2,740.00	\$2,794.80	\$2,850.70

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

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

**2.1 Level A. (Must have a relevant degree)**

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

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

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

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

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

## SCHEDULE 7: MAINTENANCE OF PUBLIC SECTOR EMPLOYMENT

### Preamble

The Parties to this Agreement agree that where possible public health sector work should be performed by public health sector employees employed by employers covered by this Agreement.

The terms of this Schedule are intended to reflect the Victorian State Government's stated objective of direct public sector employment being preferred over alternative service delivery arrangements - such as outsourcing services and jobs.

### 1. Application

This Schedule will apply where:

- (i) an Employer determines to Outsource an existing public health service or part thereof; or
- (ii) an Employer determines to Insourcing a service or part thereof that had previously been Outsourced.

### 2. Objective

The objective of this Schedule is to establish a set of principles to be applied in relation to employment arrangements for employees whose employment will transfer from one employer to another (i.e. public to public, private to public or public to private) as a result of a change in a service delivery arrangement, through Insourcing and Outsourcing.

### 3. Definitions

- 3.1 **Insourcing** or **Insourcing** means either to return an Outsourced service or part of a service to an 'in-house' service or transfer an outsourced service to another public health service or transfer of a service from one public health service to another public health service.
- 3.2 **Outsource** or **Outsourcing** means to transfer responsibility for the delivery of an existing public health service or part thereof to another provider, including a private provider but excluding another public health service.

### 4. Dispute resolution

Any disputes arising from this Schedule shall be dealt with in accordance with the Dispute Settling Procedure of this Agreement..

### 5. Principles

- (a) That staff whose employment transfers from one employer to another through an Insourcing or Outsourcing arrangement should not be financially disadvantaged, including, where applicable, consideration of the impacts of any loss of salary packaging arrangements.
- (b) To ensure that ethical employment standards that exist in public health are applied to an alternative provider if engaged or contracted and who is not covered by this Agreement, Employers will take into consideration:

- (i) the industrial history of an alternative provider, including current enterprise agreement rates and conditions; and
  - (ii) compliance with relevant statutory obligations such as OH&S legislation and the Fair Work Act, including compliance and freedom of association provisions and equal opportunity requirements.
- (c) In either a Private to Public (insourcing) or Public to Private (Outsourcing) transfer of employment arrangement the following will be applied:
- (i) an employee impacted by the transfer of employment will be covered by this Agreement, where its terms and conditions are more beneficial overall to the employee than their terms under the relevant transferable instrument, insofar as it is permitted by the Fair Work Act;
  - (ii) only one enterprise agreement can apply to the employee; and
  - (iii) if an Order of the Fair Work Commission is sought pursuant to s.318 of the Fair Work Act to give effect to this arrangement, the parties agree that a consent application will be made for such an Order where not doing so would cause disadvantage to the employee; and
  - (iv) A transferring employee shall not have their classification or classification grade level reduced in any new employment arrangement with a new employer.

## **6. Outsourcing**

In addition to those set out in clause 5, the following principles will be applied where a service or part of a service is Outsourced.

### **6.1 General**

- (a) Prior to selecting a new provider, an Employer must ensure that any potential provider is aware of their obligations specified in this Schedule and include the provisions of this Schedule in any request for tender documentation.
- (b) Employers must consult with their employees and their representatives about a proposed change that involves a transfer from public to private sector employment in accordance with clause 30 of this Agreement.
- (c) In any contract with another provider (new employer) giving effect to a decision to Outsource, Employers must require the new employer to:
  - (i) offer ongoing employment to suitably qualified, skilled and experienced employees up to the number of employees required to service the contract between the Employer and the new employer; and
  - (ii) where the number of employees available exceeds the number of employees required by the new employer, the new employer must select staff based on merit (being the demonstrated capacity to perform the duties and tasks of a position having regard to the requirements of the role).

### **6.2 Offers of employment**

- (a) Subject to clause 6.1(c)(i), the Employer must require a new employer to offer employees work with the new employer which is consistent with this Schedule and on terms and conditions which will result in no net disadvantage and are no less favourable than those applying before accepting the employment offer. This includes terms and conditions that are on the whole comparable to the Employee's existing terms and conditions, including the provisions of this Agreement which applied whilst they were employed with the Employer.
- (b) Employees who are fixed-term employees at the time of transfer will be offered employment for the remaining period of their current fixed-term contract where relevant work is and continues to be available. Offers of employment beyond that fixed term will be subject to availability and operational requirements.
- (c) Casual employees will be offered casual employment on no less favourable terms with the new provider where relevant work is and continues to be available.

### **6.3 Recognition of service**

- (b) No employee should be disadvantaged as to recognition of their accrued period of continuous service with their former employer to their new employer, including:
  - (i) accrued service for the purposes of qualifying for parental leave;
  - (ii) accrued service for the purposes of qualifying for long service leave, including periods of service with a previous employer or employers that had been recognised as service by their current employer prior to a transfer under these principles; and
  - (iii) accrued service for the purposes of the calculation of redundancy payments, where the employee has not received a redundancy payment from the current employer.

### **6.4 Transfer of leave balances**

- (a) The following accrued leave entitlements will transfer with the employee to a new employer:
  - (i) any accrued annual leave balance which is not paid out by the current employer;
  - (ii) any accrued long service leave balance which is not paid out by the current employer;
  - (iii) any accrued personal/carer's leave balance which is not paid out by the current employer.

## **7. Insourcing**

### **7.1 Offers of employment**

- (a) Subject to work being available and an assessment of the positions of employees of a current employer against those available at the new employer, and subject to Principle 6.1(b) above, employees will be offered work with the new employer at the same (or directly comparable)

classification, rate of pay under this Agreement, hours and pattern of work and work location.

- (b) Employees who are fixed-term employees at the time of transfer will be offered employment for the remaining period of their current fixed-term contract where relevant work is and continues to be available. Offers of employment beyond that fixed term will be subject to availability and operational requirements.
- (c) Casual employees will be offered casual employment with the new provider where relevant work is and continues to be available.

## **7.2 Recognition of service**

- (a) No employee should be disadvantaged as to recognition of their accrued period of continuous service with their former employer to their new employer, including:
  - (i) accrued service for the purposes of qualifying for parental leave;
  - (ii) accrued service for the purposes of qualifying for long service leave, including periods of service with a previous employer or employers that had been recognised as service by their current employer prior to a transfer under these principles, other than service for which an accrued long service leave balance has been paid out by the current employer or for which a benefit has been paid or is payable pursuant to the *Long Service Benefits Portability Act 2018*; and
  - (iii) accrued service for the purposes of the calculation of redundancy payments, where the employee has not received a redundancy payment from the current employer.

## **7.3 Transfer of leave balances**

- (a) The following accrued leave entitlements will transfer with the employee to a new employer:
  - (i) any accrued annual leave balance which is not paid out by the current employer, save that where an industrial instrument or contract of employment requires an annual leave balance to be paid out by the current Employer, this should occur other than in the case of a Transfer of Business in which case the rules relating to employee entitlements under a Transfer of Business will apply;
  - (ii) any accrued long service leave balance which is not paid out by the current employer, save that where the industrial instrument or contract of employment requires a long service leave balance to be paid out by the current employer, this should occur other than in the case of a Transfer of Business in which case the rules relating to employee entitlements under a Transfer of Business will apply;
  - (iii) any accrued personal/carer's leave balance which is not paid out by the current employer.

## **8. Superannuation Provisions for Employees transferring to a contractor**

### **8.1 Melbourne Health, Western Health and Northern Health only**

- (a) Three options are available to employees who are members of a defined benefits fund depending on the provisions of the Trust Deed and/or Constitution of the fund:
  - (i) Transferring employees may take resignation benefit, or
  - (ii) Transferring employees may defer to age 55 retirement benefits that have accrued to the date of transfer, or
  - (iii) A discounted transfer benefit may be paid to the employee provided that it is rolled over to an approved fund.
- (b) In order to enable each employee who is a member of a defined benefit fund to make an informed decision as to whether they should take a resignation benefit, a deferred retirement benefit or a discounted transfer, a financial counsellor will be made available to the employees concerned. The initial consultation shall be at no cost to the employee.

## **8.2 All Employers**

- (a) Employees who are members of accumulation superannuation schemes are able to either elect to remain as members of their existing schemes or roll-over their accumulated benefit to a complying fund made available by the new provider.
- (b) For members of defined benefit funds, the issue of superannuation portability is more complex and would be decided on a case-by-case basis with guidance from the relevant Government agency in accordance with Victorian Government's Industrial Relations Policy or successor, having regard to the principle of no net disadvantage to employees or any increased exposure of the State due to continued membership of the fund.
- (c) employees should seek independent professional advice and carefully consider their personal circumstances.



## SCHEDULE 8: ROYAL WOMEN'S HOSPITAL, ROYAL CHILDREN'S HOSPITAL GENERAL EMPLOYMENT

### 1. Definitions and Interpretation

1.1 A reference to any statute, regulations or award shall include any statutory modification, re-enactment or variation thereto.

1.2 In this schedule unless the context would otherwise indicate:

- (a) **“Department Head”** means a person employed by the Hospitals under the provision of the Agreement who is responsible for a Department or a nominated section of the Hospital.
- (b) **“Designated work group”** means a group of Employees at a workplace that is entitled to elect an occupational health and safety representative.
- (c) **“Employee”** means a person employed by the Health Services in either a full-time, part-time, temporary or Casual capacity, who is eligible to be an HSU member, save for Clinical Perfusionists and Pharmacists.
- (d) **“Health Services”** or **“Hospitals”** mean the Royal Women's Hospital and the Royal Children's Hospital.
- (e) **“Partial incapacity”** means an inability arising from an injury or illness such that the Employee is not able to return to their pre-injury employment but is able to return to work in suitable employment.
- (f) **“Total incapacity”** means an inability arising from an injury or illness such that the Employee is not able to return to work, whether in the Employee's pre-injury employment or in suitable employment.

### 2. Payment of Wages

- (a) Should an error occur in the payment of the Employee, the Hospital agrees to correct an underpayment as soon as practicable following the discovery of the error, unless otherwise mutually agreed. Any underpayment less than 5% of the Employee's fortnightly salary will be corrected in the next pay period. Should the error be an overpayment, the Employee will be notified in writing of the details of the error. The employer will correct the overpayment by fortnightly deduction from their pay, in instalments of 10% of their fortnightly salary or the total amount, whichever is the lesser, until the full amount of the overpayment has been reimbursed to the Health Service.
- (b) Where a single overpayment exceeds the Employee's normal four weekly salary, the hospital reserves the right to seek to have the overpayment repaid in instalments of not more than 50%. If the Employee satisfies the Hospital that he/she is unable to meet this repayment the Employee may apply to vary the payment schedule.
- (c) These terms are subject to authorisation and other requirements in accordance with the relevant provisions of the Act.

### 3. Personal Leave

In lieu of the provisions of subclause 64.3e of the Agreement, (Personal Leave) the following provision will apply:

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

#### **4. Annual Leave**

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

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

#### **5. Professional Development Leave**

**5.1** In addition to the provisions of clause 73 of the Agreement, the following provisions shall apply.

**5.2** In recognition of the importance of ongoing professional development, an Employee may seek approval for 5 days paid professional leave per year, to attend a conference, seminar, workshop etc. approved by the Hospital.

**5.3** Professional Development leave is cumulative over a two (2) year period.

#### **6. Dispute Settling**

Any dispute arising in relation to this schedule shall be dealt with in accordance with Clause 11 of the Agreement.

#### **7. Rehabilitation**

##### **7.1 Relationship with the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)**

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

##### **7.2 Introduction**

- (a) The parties are committed to achieving a healthy and safe work environment for all Employees and will seek, as far as is practicable, to ensure the prevention of workplace injury and illness.

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

### **7.3 Rehabilitation Principles**

- (a) Occupational rehabilitation is a planned strategy to achieve the restoration of injured/ill Employees to their maximum achievable potential and includes the provision of reasonable and appropriate services required to achieve this, consistent with medical advice. The provision of effective rehabilitation is an integral part of a workplace occupational health, safety and welfare program.
- (b) Early intervention leads to maximum gains from rehabilitation. Rehabilitation should begin as soon as the injury is reported and in the manner consistent with the advice of the Employee's treating practitioner. The aim should always be to keep the Employee at work, if at all possible.
- (c) No Employee shall be dismissed solely for the reason that they have lodged a claim for compensation, is receiving WorkCover payments or is partially incapacitated for work.

### **7.4 Consultative Process.**

- (a) The Health Service will ensure that consultation occurs with all parties necessary to secure an Employee's return to work after illness or injury.

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

#### **7.5 Return to Work**

- (a) Unless otherwise agreed with the Employee, or the Employee resigns from their position, the following principles will apply to the return to work of injured Employees.
- (b) Consistent with the advice of the Employee's treating practitioner and/or rehabilitation provider, the return to work aspect of rehabilitation should initially aim to return injured Employees to their original duties, position and work location.
- (c) The Health Service will, save where clause 11 of this Agreement is invoked, retain an injured Employee's pre-injury position for 12 months and if within that period an injured Employee's treating practitioner deems that the Employee is capable of returning to their pre injury duties, that position will be made available.
- (d) Where the Employee's incapacity has extended beyond 12 months and the Employee's pre-injury position has been permanently filled and the injured Employee's treating practitioner states that the Employee is capable of returning to their pre-injury duties, the Employee will be offered a comparable position. Such a position should as far as possible be a position of the same status and remuneration as the Employee's pre-injury position.
- (e) Where the Employee's pre-injury position has been made genuinely redundant and the Employee's incapacity has extended beyond 12 months that Employee will be entitled to the redundancy benefits provided by this schedule. An Employee shall be able to obtain a Voluntary Departure Package as set out in clause 3 of Schedule 12 if they satisfy all the conditions relating to the availability of the Voluntary Departure Package.
- (f) Where return to pre-injury position and duties is not possible because of the Employee's injury or incapacity, the injured Employee's position/duties should be modified by agreement to accommodate the Employee's return to work in line with the treating doctors and/or rehabilitation providers and/or WorkCover doctors recommendations.
- (g) Where return to modified position/duties is not possible because of the Employee's injury or incapacity, an injured Employee may return to other suitable meaningful employment with appropriate training if necessary. Such a position should as far as possible be a position of the same status and remuneration as the Employee's pre-injury position.
- (h) The Health Services must provide suitable employment to a partially-incapacitated Employee within 6 weeks of the Employee's treating doctor or

rehabilitation provider determining that an injured Employee is no longer totally incapacitated for work.

- (i) Medical scientists will be returned to work in medical scientist positions unless this is not possible because of the Employee's injury or incapacity, or it can be demonstrated that no suitable position is available.
- (j) Where Employees cannot be returned to work in a position within their specialty, the injured Employee will be entitled to transfer to a suitable position, given the Employee's experience, training and qualifications as soon as a position becomes available.

#### **7.6 Rehabilitation/Return to Work Management.**

- (a) Injured Employees have the right to choose their own doctor.
- (b) Participation in a rehabilitation program will be on a voluntary basis. However, should an injured Employee refuse rehabilitation from an agreed provider or fail to actively participate in a rehabilitation program, the Health Service may deem it necessary to take some action. Prior to any action being taken, discussions will take place between the Health Service, the Employee, HSU or other nominated representative to determine what action if any is appropriate given the specific circumstances.
- (c) Where the Employee's treating practitioners and/or a medical practitioners and/or a medical practitioner provided and paid for by the Victorian WorkCover Authority are providing conflicting medical opinion, the Employee may assist in resolving such conflict by obtaining another medical opinion from a mutually-agreed medical practitioner. The Health Service and Employee representatives, which may include the Union, will consult, and develop an agreed list of doctors for the purposes of this sub-clause.
- (d) Either party can invoke the provisions of clause 11 of the Agreement. (Dispute Settlement).
- (e) Access to an agreed rehabilitation provider will not be unreasonably withheld by the Health Service.
- (f) Subject to advising the Employee's immediate supervisor, who must advise the Rehabilitation Co-ordinator, an Employee who has returned to work on a rehabilitation program and who believes the work aggravates/will aggravate the injury/illness may cease work to promptly seek advice from the Rehabilitation Co-ordinator, a doctor, rehabilitation provider or their representative which may include the Union.
- (g) An Employee returning to work on reduced hours will be entitled to rest and meal breaks provided for by the Agreement and/or general custom agreed within the Hospitals. Any rest periods/therapeutic breaks in addition to rest and meal breaks must be specified by the Employee's treating, doctor.
- (h) Rest/therapeutic breaks may be taken away from the work area at the request of the Employee. Where necessary an agreed suitable rest area will be provided for the Employee on request.
- (i) Where rest/therapeutic breaks are to be taken away from the work area the Employee must advise the Rehabilitation Co-ordinator.

- (j) All reasonable workplace and/or work-process modifications necessary to enable an Employee to return to (or to remain at) work will be undertaken before the Employee commences (or continues) the return to work.
- (k) Changes to the rehabilitation program will only be made after consultation with the injured Employee, the Rehabilitation Coordinator, the rehabilitation provider and/or the treating doctor and where requested, the Union.
- (l) All offers of employment by the Health Service will be made in writing and will comply with the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic). and Regulations to the Act. All offers of employment must include a detailed description of the job offered, the working hours, and the remuneration applicable.

## **8. Occupational Health and Safety**

### **8.1 Relationship with the Victorian Occupational Health and Safety Act 2004**

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

### **8.2 Designated Work Groups**

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

### **8.3 Occupational Health and Safety Representatives**

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

### **8.4 Health and Safety, Committee membership**

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

### **8.5 Training**

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

## **9. Education and Training**

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

## SCHEDULE 9: ROYAL CHILDREN'S HOSPITAL – CLINICAL PERFUSIONISTS

### 1. Application of this Schedule

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

Clinical Perfusionists employed by the Royal Children's Hospital:

- (a) will be covered by this Schedule; and
- (b) will be covered by this Agreement, save for the following provisions: clauses 55 (Hours of Work), 57 (Rosters), 59 (Overtime), 60 (On Call-Recall), 56 (Shift Work), 80 (Public Holidays), 86 (Travelling Transport and Fares), 91 (Child Care Costs) and 61.10 (Annual Leave Loading).

### 2. Replacement of Positions

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

### 3. Employment of Casual Clinical Perfusionists

- (a) Employment of casual employees will only occur after discussion and agreement with the Chief Perfusionist and the Director of Cardiac Surgery.

(b) Casual employees may be engaged by the hour to provide for short-term emergency situations.

(c) Casuals may be employed to work in any classification.

#### **4. Hours of Work**

(a) The role of the Clinical Perfusionist is such that patient and service delivery requirements are unpredictable and do not readily fit within a structured roster pattern.

(b) Starting and finishing times need to be flexible to suit work demands as they arise. The timing of meal breaks and rest pauses may be varied without penalty, to meet changing hospital and patient demands.

(c) The Clinical Perfusionist Grade 4, in conjunction with the other perfusionists employed by the hospital, will ensure that, where possible, the hospital is provided with perfusion cover that ensures sufficient employees are available as and when required to meet patient needs on a 24 hour, 7 day week basis.

(d) The Employee must record all time worked on the Employer's time-card or other method determined by the employer.

#### **5. Weekend Work**

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

#### **6. Public Holidays**

(a) An Employee who works on a public holiday (as specified in clause 80) which falls on a weekend (Saturday or Sunday), will be paid for the time so worked at the rate of time and a half in addition to the weekly wage prescribed herein.

(b) For worked performed on public holidays other than those which fall on weekends, the Employee will be paid for the time so worked at the rate of single time in addition to the weekly wage prescribed herein.

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

#### **7. PETS- ECMO Retrievals**

(a) The parties recognize the extraordinary nature and unusual circumstances that are encountered by the Perfusionist during retrieval of patients on ECMO from other hospitals within Victoria or interstate.

(b) When perfusionists are required to perform PETS-ECMO retrievals they will be paid at double time for all hours worked outside 7.00 am and 7.00 pm Monday to Friday, and from 7.00 pm Friday to 7.00 am Monday.

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



**8. Annual Leave**

- (a) Perfusionists who participate fully in the On-call roster such that they are available for duty on ten or more weekends shall be entitled to 38 hours annual leave in addition to the leave prescribed in clause 61 (Annual Leave).
- (b) An Employee whose annual leave accrual exceeds 7.5 weeks, and deferment of the leave has not been approved in writing by the Employer, the Employee may be directed to be on leave until such time as the Employee's accrual reduces to not more than 7.5 weeks. For the purpose of this clause, the above accrual is the sum of the Employee's entitlement plus the pro-rata leave entitlement.

**9. Professional Development Leave**

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

**10. Working From Home**

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

**11. Salaries**

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

**ATTACHMENT 1: RCH CLINICAL PERFUSIONISTS RATES OF PAY AND ALLOWANCES**

**1. Salary Rates (per week)**

RCH Clinical Perfusionists Classifications	Old Rate	FFPPOA 1 December 2021	FFPPOA 1 December 2022	FFPPOA 1 December 2023	FFPPOA 1 December 2024
		2%	2%	2%	2%
Grade 1 Year 1	\$1,490.70	\$1,520.50	\$1,550.90	\$1,581.90	\$1,613.50
Grade 1 Year 2	\$1,598.10	\$1,630.10	\$1,662.70	\$1,696.00	\$1,729.90
Grade 1 Year 3	\$1,738.20	\$1,773.00	\$1,808.50	\$1,844.70	\$1,881.60
Grade 1 Year 4	\$1,857.10	\$1,894.20	\$1,932.10	\$1,970.70	\$2,010.10
Grade 1 Year 5	\$1,953.80	\$1,992.90	\$2,032.80	\$2,073.50	\$2,115.00
Grade 1 Year 6	\$2,051.30	\$2,092.30	\$2,134.10	\$2,176.80	\$2,220.30
Grade 1 Year 7	\$2,146.30	\$2,200.00	\$2,244.00	\$2,288.90	\$2,334.70
Grade 2 Year 1	\$2,654.20	\$2,707.30	\$2,761.40	\$2,816.60	\$2,872.90
Grade 2 Year 2	\$2,783.50	\$2,839.20	\$2,896.00	\$2,953.90	\$3,013.00
Grade 2 Year 3	\$2,978.60	\$3,038.20	\$3,099.00	\$3,161.00	\$3,224.20
Grade 2 Year 4	\$3,176.70	\$3,240.20	\$3,305.00	\$3,371.10	\$3,438.50
Grade 2 Year 5	\$3,244.80	\$3,309.70	\$3,375.90	\$3,443.40	\$3,512.30
Grade 2 Year 6	\$3,330.20	\$3,396.80	\$3,464.70	\$3,534.00	\$3,604.70
Grade 2 Year 7	\$3,578.50	\$3,668.00	\$3,741.40	\$3,816.20	\$3,892.50
Grade 3 Year 1	\$3,667.20	\$3,740.50	\$3,815.30	\$3,891.60	\$3,969.40
Grade 3 Year 2	\$3,859.40	\$3,936.60	\$4,015.30	\$4,095.60	\$4,177.50
Grade 3 Year 3	\$4,245.70	\$4,351.80	\$4,438.80	\$4,527.60	\$4,618.20
Grade 4	\$4,782.10	\$4,901.70	\$4,999.70	\$5,099.70	\$5,201.70

**2. Higher qualifications allowance (Per Week)**

Qualification Allowance	Old Rate	FFPPOA 1 December 2021	FFPPOA 1 December 2022	FFPPOA 1 December 2023	FFPPOA 1 December 2024
		2%	2%	2%	2%
Graduate Certificate	\$52.60	\$53.70	\$54.80	\$55.90	\$57.00
Graduate Diploma	\$85.30	\$87.00	\$88.70	\$90.50	\$92.30
MAACB, M Sc, M App. Sc., MAIP,	\$98.50	\$100.50	\$102.50	\$104.60	\$106.70
FAACB, FAIMLS, Ph.D, D Sc, FAIP, FIMLS	\$131.40	\$134.00	\$136.70	\$139.40	\$142.20

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

### 1. Overtime

- 1.1 The following clause shall apply in addition to all other overtime provisions of this Agreement.
- 1.2 Notwithstanding any other provision of this Agreement an Employee may elect in lieu of payment of overtime to take time off equivalent to the time worked at the appropriate penalty rate at a time mutually agreed between the Employer and the Employee, in which case the time off shall be granted within two weeks of working the overtime, or by mutual agreement between the Employer and the Employee, an Employee may elect in lieu of payment of overtime to take time off equivalent to the time worked at ordinary time in conjunction with their annual leave.
- 1.3 In the event that an Employee elects in lieu of payment of overtime to take time off in conjunction with their annual leave, such time will not be subject to the annual leave loading.

### 2. Income Protection

- (a) At the date this Agreement comes into operation, St Vincent's Health (Melbourne) Limited will:
- (i) cease applying the Income Protection insurance provisions described at clause 4. Schedule N of the Victorian Public Health Sector (Medical Scientists, Pharmacists & Psychologists) Enterprise Agreement 2012-2016; and
  - (ii) start crediting personal leave to eligible Employees at the rate of accrual provided under subclause 64.3 of this Agreement.
- (b) Eligible employees covered by the Income Protection insurance provisions described in 2(a)(i) above are Medical Scientists, Dietitians, Perfusionists and Psychologists who were employed by St Vincent's Health (Melbourne) Limited on the day immediately prior to the date of operation of this Agreement.
- (c) Personal Leave entitlements foregone under the St Vincent's Hospital (Medical Scientists and Psychologists) Enterprise Agreement 1994 and its successor agreements including under clause 4.6 of Schedule N of the Victorian Public Health Sector (Medical Scientists, Pharmacists & Psychologists) Enterprise Agreement 2012-2016, on account of Income Protection Insurance, will be re-credited to staff who were eligible employees as described in 2(b) above, for the entire period of their employment by St Vincent's Health (Melbourne) Limited up to and including the day immediately prior to the date of operation of this Agreement, at the rate of accrual specified in clause 64.3 of this Agreement.
- (d) For any employee who has received any income protection payments, the number of hours of personal leave to be re-credited in accordance with 2(c) will be reduced by 75% of the number of hours for which the employee received income protection payments.

**3. Personal Development Leave**

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

**4. Occupational Health and Safety**

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

**5. Rehabilitation**

- (a) The provisions of this subclause shall be read and interpreted subject to the Occupational Health and Safety Act 2004 (VIC).
- (b) The parties to this schedule are committed to achieving a healthy and safe work environment for all employees and will actively seek to ensure the prevention of workplace injury and illness as far as is practicable.
- (c) The parties to this Agreement are committed to an early intervention strategy which identifies work practices that may place employees at risk and ensures the early reporting of hazards, symptoms and signs of injury and disease.
- (d) It is realistic to assume, despite the preventative measures undertaken, that in any work environment injuries will occur from time to time. Consequently

there is a need for a rehabilitation process aimed at minimising the suffering and cost incurred and maximising the speed with which injured employees are returned to their pre-injury or other suitable employment.

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

- by the Employee's treating doctor. Return to such modified duties shall be without loss of remuneration to the employee.
- (iv) Where return to modified position/duties is not possible because of the Employee's injury or incapacity, the Employer shall provide other suitable employment, with appropriate training if necessary, without loss of remuneration to the Employee concerned.
  - (v) The Employer must provide suitable employment to a partially incapacitated Employee within six weeks of the Employee's treating doctor or rehabilitation provider determining that an injured Employee is no longer totally incapacitated for work.
  - (vi) Employees will be returned to work in positions for which they are appropriately qualified by reason of qualifications and experience unless this is not possible because of the Employee's injury or incapacity. In the latter case, the Employee shall be entitled to transfer to a position for which they are appropriately qualified as soon as such a position becomes available.
  - (vii) Where injured Employees are unable to return to a position for which they are appropriately qualified, the Employer shall consult with Employees and their representatives, which may include the Union, over suitable alternative employment.
  - (viii) Injured Employees have the right to choose their own doctor and rehabilitation provider.
  - (ix) Notwithstanding sub-clause (viii) above, the Employer and Employee representatives will consult and develop an agreed list of doctors and accredited rehabilitation providers to whom employees can be referred for work-related injuries.
  - (x) An Employee who has returned to work on a rehabilitation program, and who believes that the work is aggravating the injury/illness will be permitted to cease work to seek advice from the rehabilitation coordinator, a doctor, rehabilitation provider or the employee representatives.
  - (xi) An Employee returning to work on reduced hours will be entitled to rest and meal breaks provided for in this Agreement and/or general custom agreed within the workplace. Any rest periods/therapeutic breaks specified by the Employee's treating practitioner will be in addition to these rest and meal breaks.
  - (xii) Rest/therapeutic breaks may be taken away from the work area at the request of the Employee. Where necessary an agreed suitable rest area will be provided for the Employee on request.
  - (xiii) All reasonable workplace and/or work process modifications necessary to enable an Employee to return to (or remain at) work will be undertaken before the Employee commences (or continues) the return to work.
  - (xiv) Changes to the rehabilitation program will only be made after consultation with the injured Employee, the rehabilitation provider

and/or the treating practitioner and, where requested, by the Employee or their union representative if applicable.

- (xv) All offers of employment made by the Employer will be made in writing and will comply with the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) as amended from time to time and any regulations to that act. All offers of employment must include a detailed description of the job offered, the working hours and the remuneration applicable and be approved by the Employee's treating practitioner.

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

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

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



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

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- (vi) Ability to initiate and develop new diagnostic and research procedures applicable in their laboratory environment;
  - (vii) Demonstrated ability to evaluate, critically assess and contribute, in the form of authorship, to peer-reviewed scientific publications;
  - (viii) Demonstrated commitment to further education and ongoing professional development, which may include attendance at scientific meetings and activities recognised through the Australian Institute of Medical Scientists or equivalent professional body or Membership of Human Genetics Society of Australasia by examination
- (h) The assessment of a Scientist under this clause will be conducted in consultation with the scientist concerned, their manager and Group Leader.
- (i) If a Scientist does not meet the progression criterion referred to in subclause 1(f) of this clause, they will be given written reason/s as to why and offered an opportunity to be re-assessed 3 months after the date of the first assessment. If the Scientist does not meet the criterion after the second assessment they can make an application and will be assessed in the following year.
- (j) When a Scientist is assessed as competent to progress to Grade 2, the new grading will be confirmed in writing to them.
- (k) Any dispute that arises in relation to an assessment conducted under this clause will be dealt with through the disputes settlement procedure of this Agreement.

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

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

In the case of any inconsistency with clause 30 or clause 32, the more beneficial entitlement will apply.

### **1. Austin Health**

#### **1.1 Employee Separation**

- (a) The Parties agree that wherever possible, redeployment and voluntary departures are to be pursued in preference to other staffing options, should any staffing reduction be required.
- (b) Where positions become surplus, the Health Service shall advise the individual affected of this fact and provide each surplus Employee with access to the options listed below.
  - (i) accept a VDP as specified by clause 1.1(a) of this schedule and cease employment at a date agreed between the individual and the Health Service, or
  - (ii) pursue redeployment elsewhere within the Health Service.
- (c) Surplus staff who elect to seek redeployment may at any time prior to the expiration of the 13 week redeployment period accept a VDP.
- (d) Any staff member affected who does not nominate any preference, shall automatically be placed on the 13 week redeployment period, at the conclusion of which they shall be offered a VDP. If this is rejected, the matter shall be dealt with under Dispute Settling Procedures of the Agreement.
- (e) Permanent staff whose positions are redundant who elect not to accept an offer of alternative employment, or do not express an interest in a VDP, or refuse an offer of a VDP, will be eligible for redeployment within the Health Service pursuant to clause 32.3 of this Agreement
- (f) If, after the 13 weeks redeployment period, the Health Service has been unsuccessful in redeploying a permanent staff member to another position, that staff member will again be offered a VDP. Should a permanent staff member not accept an offer of a VDP, the matter shall be dealt with pursuant to the Disputes Settling Procedures in the Agreement.

- (g) At any time following the declaration of a staff member's position as surplus, the Health Service may, after consultation with the employee, offer the employee a Health Service Separation Package, as detailed in clause **32.6a**. Such an offer will only be made where, in the Health Service's opinion, the likelihood of satisfactorily redeploying the staff member within the 13 week redeployment period is negligible. Should the Health Service make such an offer, the employee may elect to take payment in lieu of the balance (i.e. unused portion) of their remaining redeployment period.
- (h) The Health Service shall notify the employee's superannuation fund that the service of recipients of Separation Package has been compulsorily terminated on account of retrenchment.
- (i) Where the employee is a member of a defined benefit superannuation fund and has accepted a TSP, the Health Service shall notify the fund that the service of the Employee has been compulsorily terminated on account of retrenchment.

## **1.2 Employee Assistance**

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

## **2. Melbourne Health, Western Health, Northern Health**

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

### **2.2 Retraining**

- (a) Retraining may be granted by the Health Service if it is considered that an affected Employee's opportunity for redeployment to a suitable position would be significantly increased by undertaking such training.
- (b) Where on-the-job training is necessary to be undertaken by the affected Employee in a redeployment situation, any associated training costs shall be borne by the affected employee's previous department.
- (c) Where external training is necessary to be undertaken by the affected Employee, the appropriate associated costs shall be borne by the Health Service.
- (d) Retraining shall be provided to the extent that it would normally be provided to any new employee in that position.

### **2.3 Redeployment**

If at any time during the redeployment period it is agreed that it is unlikely that the affected Employee will be successfully redeployed, the affected Employee may accept a redundancy package referred to in clause 32.6(a) of this Agreement. In addition an employee who has elected to discontinue a period of redeployment shall be entitled to a lump sum amount equal to the unexpired portion of the redeployment period.

### **3. Royal Women's Hospital and The Royal Children's Hospital**

#### **3.1 Redundancy**

- (a) Where the Health Service have made a definite decision that they no longer wish the work the Employee has been doing, to be done by anyone, and that decision may lead to termination of employment, they shall hold discussions in accordance with clause 30 of this Agreement with the Employees directly affected and, their representatives which may include the Union. This will apply where the possible termination is not due to the ordinary and customary turnover of labour.
- (b) Where redeployment opportunities do not exist and an Employee is made compulsorily redundant, they will receive the following :
  - (i) A payment calculated as per Victorian Government policy for Targeted Separation Packages as at the time of termination.
    - (A) calculation of continuous service shall be the same as for Long Service Leave under this Agreement;
    - (B) provision for independent financial counselling;
    - (C) job search services including one day per week without loss of pay for the purpose of seeking other employment during the period of notice. The time off shall be taken at a time that is convenient to the Employee after consultation with the Employer.
  - (ii) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the Employer, be required to produce proof of attendance at an interview or they shall not receive payment for the time absent.
- (c) provision of in-house training in preparing a curriculum vitae.
- (d) Upon the cessation of employment the Health Service will supply a statement to the Employee consisting of an employment history including: the period of employment, classification, accrued entitlements and job description.
- (e) Where redeployment opportunities do not exist and an Employee is made compulsorily redundant, they will receive:
  - (i) job search services including one day per week without loss of pay for the purpose of seeking other employment during the period of notice. The time off shall be taken at a time that is convenient to the Employee after consultation with the Employer.
- (f) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the Employer, be required to produce proof of attendance at an interview or they shall not receive payment for the time absent.

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

#### **4. Monash Health**

##### **4.1 Unexpired Portion of Redeployment Period**

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

##### **4.2 WorkCover**

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

(a) **Rehabilitation**

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

(b) **Entitlement to Departure Package**

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

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

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

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

#### **5. St. Vincent's Hospital**

##### **5.1 Consultation Principles**

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

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

## **5.2 Change Consultation Process**

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

## **5.3 Redundancy and Redeployment Implementation**

- (a) Where a position has been declared redundant by the Employer at a date and time specified by the Employer and alternative redeployment opportunities have not been identified by the Employer by the end of the redeployment period, the Affected Employee shall be offered separation payments in accordance with clause 32.6(a) .
- (b) where an Employee whose position has been declared redundant elects to discontinue the 13-week redeployment period provided for by this clause, they shall be entitled, in addition to all other entitlements, to a lump sum payment equal to the unexpired portion of the redeployment period.

#### **5.4 Retraining**

- (a) Retraining may be granted by the Employer if it is considered that an affected Employee's opportunity for redeployment would be significantly increased by undertaking such training.
- (b) Where retraining opportunities are available, the following principles shall apply:
  - (i) if internal training is undertaken by an affected Employee in a redeployment situation, any associated training costs shall be met by the affected Employees' previous department.
  - (ii) if external training is undertaken by an affected Employee in a redeployment situation the costs shall be met by the employer.
  - (iii) during the retraining period, income will be maintained in accordance with clause 32.4b of this agreement.
  - (iv) retraining shall be provided to the extent that it would normally be provided to any new employee in that position.

#### **5.5 Financial Counselling**

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

#### **5.6 WorkCover similar comment to above**

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

##### **(a) Rehabilitation**

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

#### **5.7 Entitlement to Departure Package**

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

#### **5.8 Effect of Departure Package on Work Cover Claims**

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

## SCHEDULE 13: PHARMACIST WEEKEND ORDINARY HOURS

### 1. Purpose

The purpose of this Schedule is to provide Agreement provisions to enable a Pharmacist including an Intern and Student Pharmacist, to work ordinary hours outside the limitation prescribed in clause 55.

### 2. Commencement Date

This Schedule shall operate from 1 July 2023.

### 3. Definitions

For the purposes of this Schedule, the following terms are defined as follows:

- (a) **Pharmacist** means a Pharmacist, Intern or Student Pharmacist.
- (b) A **'new Pharmacist'** for the purposes of clause 5 is a Pharmacist who commences employment with an employer listed in Schedule 1 after 1 March 2023.
- (c) **Weekend Roster or Weekend Rostering** means the working of ordinary hours on a Saturday and/or Sunday.
- (d) **Weekend** means Saturday and/or Sunday.

### 4. Process for a Pharmacist to opt -in to a Weekend Ordinary Hours Roster for existing Pharmacists

- (a) A Pharmacist may choose to work any part of their ordinary weekly hours on a weekend in accordance with the following:
  - (i) A Pharmacist, who commenced employment with an Employer listed in Schedule 1 prior to 1/03/2023 can request an arrangement to work ordinary hours on a Saturday or Sunday made in accordance with this Schedule. The employer may agree to such a request, providing that the details of the weekend rostering arrangement are agreed between the employee and the employer.
  - (ii) Where an arrangement is agreed in accordance with sub-clause 4(a)(i), Attachment 1 of this Schedule must be used. Any arrangement of rostering ordinary hours on a weekend that does not comply with the provisions of this Schedule is a breach of clause 55 Hours of Work.
  - (iii) An employer cannot request or direct a Pharmacist to work an ordinary hours on a weekend roster.

#### Example

Where an all-staff communication is provided to existing Pharmacists so as to ascertain interest in working ordinary hours on the weekend, an Employer will not be considered to be requesting or directing an employee to work ordinary hours on a weekend roster.

- (iv) A Pharmacist may withdraw from a Pharmacist Ordinary Hours on a Weekend Roster Agreement by giving 28 days' notice to their Employer.



- (v) A Pharmacist who withdraws from a Pharmacist Ordinary Hours on a Weekend Roster Agreement will immediately be rostered in accordance with clause 55 (Hours of Work) of this Agreement from the date of next posted roster, providing the commencement of the next posted roster is not greater than 14 days from the 28 days' notice date.
- (vi) A Pharmacist who withdraws from a Pharmacist Ordinary Hours on a Weekend Roster Agreement can request at any time afterwards another ordinary hours on a weekend roster. If agreed by the Employer, the rostering arrangements shall be compliant with the provisions of this Schedule, including using Attachment 1.
- (vii) The Monday to Friday hours of a Pharmacist that are worked on a weekend as a result of a roster made under this Schedule will be filled immediately in accordance with existing internal processes, which may include clause 34.
- (viii) The provisions of clause 57.4 Rostering Protocols and 61.8 Weekend Shift Worker Additional Leave will apply to a Pharmacist who works ordinary hours on a weekend roster arrangement.
- (ix) A roster made under this Schedule must be safe.

#### **5. New Pharmacist Employees**

- (a) The following provisions apply to a new Pharmacist:
  - (i) An employer can roster ordinary hours of a new Pharmacist (as defined) on a weekend ordinary hours roster after the new Pharmacist has completed appropriate training and/or orientation, which may take up to three (3) months to complete.
  - (ii) The rostering arrangements for the new Pharmacist will be determined and executed in accordance with the provisions of this Schedule.
  - (iii) Following 12 months of being rostered to work the weekend roster, a new Pharmacist rostered to work ordinary hours on a weekend can opt out of the Pharmacist Ordinary Hours on a Weekend Roster Agreement with 28 days' notice to the employer. The opt out arrangement for a new Pharmacist shall be in accordance with clause 4(a)(v) and 4(a)(vi) of this Schedule.
  - (iv) Where there are genuine operational concerns relating to the timing of a new Pharmacist's withdrawal from a Pharmacist Ordinary Hours on a Weekend Roster Agreement the Employer may request that the new Pharmacist delay the date of withdrawal and resumption of the new Pharmacist employee's clause 55 roster. A new Pharmacist will advise the Employer of their response to a request made by their Employer under this sub clause as soon as possible after the request is made.
- (b) In the event that a dispute arises regarding this Schedule, the Dispute Settling Procedure may be used in which a Pharmacist can be represented by the Union, any time this Schedule is being applied.

**Attachment 1**

**Pharmacist Weekend Ordinary Hours Roster Agreement**

Pharmacist Name: .....

Employee No: .....

Classification/Grade:.....

Year Level: .....

Employment Status: .....

.Hours: .....

Service/Department: .....

I, the above named Pharmacist make this Agreement with my Employer following my request to commence working ordinary hours on weekends made in accordance with Schedule 13 of the Public Health Sector (Medical Scientists, Pharmacists & Psychologists) Single Interest Enterprise Agreement 2021-2025.

The agreed ordinary hours on weekends rostering arrangements details are as follows:

1.	Date of commencement: .....
2.	Other details:

<p><b>Signed by the Employee</b></p>    <p>.....</p>	<p><b>Signed by the Employer</b></p>    <p>.....</p>
--	--

Print Name:.....	Print Name:.....
Date: .....	Date:.....

**Withdrawal from this Agreement:**

In accordance with clause 4 & 5 of Schedule 13 I advise that I wish to withdraw from this Pharmacist Ordinary Hours on a Weekend Roster Agreement and hereby give 28 days notice of the effective date of my withdrawal.

Signed .....

Print Name .....

Date.....

## SCHEDULE 14: PROFESSIONAL DEVELOPMENT EXPENSES STANDARD CLAIM FORM

The following standard claim form (or online equivalent) for Professional Development expenses reimbursement should be used as a guide by a Health Service

DATE OF REQUEST: \_\_\_\_\_ NAME: \_\_\_\_\_ DEPARTMENT: \_\_\_\_\_  
 \_\_\_\_\_ EMPLOYEE NUMBER: \_\_\_\_\_  
 BANK: \_\_\_\_\_

BANK & BRANCH NO. (BSB): - 

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--	--	--

ACCOUNT NUMBER: 

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E-mail: \_\_\_\_\_  
 TOTAL TO BE CLAIMED \$ \_\_\_\_\_  
 DETAILS OF CLAIM: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_  
 UNIT HEAD \_\_\_\_\_ PROGRAM DIRECTOR \_\_\_\_\_

Cost Centre	Account Code	DESCRIPTION	AMOUNT
		<b>CONFERENCE COSTS</b> (i.e. registration fees, conference materials)	
		<b>TRAVEL COSTS</b> (i.e. airfare tickets, train tickets, mileage etc)	
		<b>ACCOMMODATION COSTS</b> (i.e. room)	
		<b>PER DIEM COSTS</b> (i.e. meals and incidentals per diem rates)	
		<b>OTHER</b> (eg taxi fares, parking fees, childcare)	

CHECK LIST (please tick)

- I have attached supporting documentation and original receipts for all claims. An original TAX INVOICE is attached for all claims over \$55.00 incurred within Australia.
  
- If this claim relates to interstate travel of 5 or more nights' duration or overseas travel of any duration, a TRAVEL DIARY and CONFERENCE ITINERARY is to be attached.

FUNDING ENTITLEMENT DECLARATION

I declare that:

- I am entitled to make a claim for reimbursement of reasonable and necessarily incurred Professional Development expenses in accordance with the provisions outlined in clause 75 of the *Victorian Public Health Sector (Medical Scientists, Pharmacists and Psychologists) Single Interest Enterprise Agreement 2021 - 2025*
  
- I have not already claimed reimbursement of these costs with this or another Victorian Health Service

Employee Signature \_\_\_\_\_

DATE: \_\_\_\_\_

Finance Use Only – PROCESSED BY: \_\_\_\_\_

**DATE**

## SCHEDULE 15: ROSTERING PROTOCOLS EXEMPTION AGREEMENT

1. This Schedule must be read in conjunction with sub clause 57.5 Rostering Protocols Exemption Agreement.
2. The following Rostering Protocols Exemption Agreement form will be used in each agreed request made under sub clause 57.5.

### Attachment 1

### **Rostering Protocols Exemption Agreement**

Employee Name: ..... Employee No: .....

Classification/Grade:..... Year Level: .....

Employment Status: ..... Hours: .....

Service/Department: .....

Commencement date of this Agreement: .....

I, the above named employee make this Agreement with my Employer following my request to commence working ordinary hours on weekends made in accordance with Clause 57.5 of the Public Health Sector (Medical Scientists, Pharmacists & Psychologists) Single Interest Enterprise Agreement 2021 - 2025.

The agreed details of an exemption/s from the rostering protocols contained in clauses 57.1a and/or 57.1b are as follows:

<p><b>Signed by the Employee</b></p>    <p>Print Name: .....</p>  <p>Date: .....</p>	<p><b>Signed by the Employer</b></p>    <p>Print Name: .....</p>  <p>Date: .....</p>

**Withdrawal from this Agreement:**

In accordance with clause 57.5c I advise that I wish to withdraw from this Roster Protocols Exemption Agreement and hereby give 28 days notice of the effective date of my withdrawal.

Signed .....

Print Name .....

Date .....

End date of the Roster Protocols Exemption Agreement: .....

## SCHEDULE 16: SHPA Ratios – Pharmacist Staffing Levels

The following document is a reproduction of the Victorian Pharmacy Authority’s guidelines with respect to the standards of the Society of Hospital Pharmacists – Staffing Levels and Structures for the Provision of Pharmacy Services, as at 5 July 2022.

For the avoidance of doubt, however, for the purpose of clause 33.4, the guidelines to be taken into account are those published by the Victorina Pharmacy Authority at the relevant time, as amended from time to time



## Chapter 9: Staffing Levels and Structure for the Provision of Clinical Pharmacy Services

### INTRODUCTION

The primary consideration when establishing and maintaining a staffing structure for clinical pharmacy services is to provide patient-centred quality care that ensures the safe and effective use of medicines.

The structure and skills mix of staff required to deliver clinical pharmacy services will be determined by what is included in the pharmacy service agreement (documented or implied) for the organisation and for specific units or wards, the size and type of organisation and the casemix.

These standards detail the activities a pharmacist undertakes to support an individual patient's medication management plan (MMP), i.e. optimisation of medicines for that individual. Therefore, staffing levels for clinical pharmacy services have been calculated on providing activities that ensure the safe and effective use of medicines for individual patients. Pharmacy services should be available 7 days per week and for extended hours during the day.

This level of clinical pharmacy service delivery is required to support:

- the *Guiding Principles to Achieve Continuity in Medication Management*, which highlight the need for: medication history (medication reconciliation), assessment of current medication management, medication action plan (now known as MMP), providing information to patients and the transfer of verified information about medicines use on discharge or transfer<sup>1</sup>
- the *National Safety and Quality Health Service Standards*, standard 4 medication safety, which highlight the need for MMPs for individual patients with medication reconciliation on admission and discharge or transfer, clinical review

of medications during the admission and the provision of information to patients<sup>2</sup>

- the *Australian Safety and Quality Goals for Health Care: Medication Safety Action Guide*, goal one, which aims to reduce harm to people from medications through safe and effective medication management.<sup>3</sup> Effective evidence-based strategies to improve medication safety include the use of clinical pharmacists to perform medication reconciliation on admission and discharge (to improve continuity of medication across sectors and settings) and review medications during hospital admission.

Information on the workload that is manageable by one pharmacist allows managers to allocate resources to achieve agreed levels of service delivery. Time-motion data from an Australian study was used to calculate the number of patients/inpatient beds that a single pharmacist (one full-time equivalent) could provide clinical pharmacy services for based on the time taken to provide each clinical pharmacy activity.<sup>4,5</sup> These data were used to develop the staffing levels for clinical pharmacists published in 2010.<sup>6</sup> These have been recalculated using recently published length-of-stay data.<sup>7</sup>

### STRUCTURE FOR PROVIDING SERVICES

Clinical pharmacists may provide services based on designated beds or a designated clinical unit. Aligning services based on clinical units has been shown to be of benefit.<sup>8</sup> Advantages of a clinical unit-based service include:

- typically lower patient-to-pharmacist ratio
- proactive pharmacist involvement with the interdisciplinary team

- clinical pharmacy activities are care plan based and for the individual patient
  - improved communication with medical staff
  - development of specialist knowledge and skills
  - facilitating pharmacist's patient advocacy role across the continuum of care
  - easier to educate and train intern pharmacists and students
  - educational role of the pharmacists more easily integrated across disciplines
  - facilitates involvement in collaborative research.
- Disadvantages of a unit-based service include:
- complex scheduling/coverage needed for after hours services or weekends
  - higher staffing requirements because of a lower patient-to-pharmacist ratio
  - difficult to implement in all types of health service organisations
  - significant overlap of clinical pharmacy services within the wards or settings creating inefficiencies
  - more person-specific than department-specific
  - may leave distribution activities to other pharmacists
  - increased travel time and reduced time available for service delivery when a unit's patients are on different wards throughout the organisation or wards are considerable distances from each other.

Wherever possible, clinical pharmacy services should be allocated in parallel with medical units rather than ward-based in parallel with nursing services. Patients, no matter on which ward they are located, are better serviced clinically when their care is provided by the appropriate medical unit and by extension the clinical pharmacy services. However, ward-based services are easier to

staff and maintain and provide a close working relationship with nursing staff.<sup>8</sup>

Suitably trained and qualified pharmacy assistants and technicians and other support staff must be available to perform non-clinical functions, such as medicine acquisition and distribution, manufacturing and data entry.<sup>9</sup> Pharmacy technicians can also directly support clinical pharmacists, see *Chapter 12: Pharmacy assistants and technicians supporting clinical pharmacy services*.

The notion of a 'pharmacy team' where the pharmacist concentrates on providing clinical services and the pharmacy technician ensures the medicines are available in the patient care area and on discharge as well as supporting the pharmacist has been shown to be efficient and effective and is now considered an optimal service delivery model. See *Chapter 12: Pharmacy assistants and technicians supporting clinical pharmacy services*

Additional resources should be dedicated for other related activities such as clinical pharmacy management, drug protocol management, antimicrobial stewardship, relevant to the scope and size of the clinical pharmacy service. See *Chapter 14: Improving the quality of clinical pharmacy services*.

Additional resources are also required to allow dedicated time for training and education, research and involvement in other clinical pharmacy services to support the National Medicines Policy.<sup>10</sup> See *Chapter 10: Training and education and Chapter 11: Participating in research*.

### PHARMACIST STAFFING LEVELS

Three major factors drive changes to the staffing levels for clinical pharmacy services. These include:

1. range of clinical pharmacy services required and expected by patients, funders and boards of management
2. complexity of care required (linked to patient age, range and number of diagnoses, and number, range and type of medicines used)

<b>Table 9.2. Pharmacist staffing levels for provision of clinical pharmacy services based on the number of patients per day</b>		
<b>Category</b>	<b>Patient/service type</b>	<b>No. of patients to 1 FTE pharmacist for clinical pharmacy services per day*</b>
<b>7</b> Critical care units, high dependence on medicines	All critical care units, extensive burns, tracheostomy, extra corporeal membrane oxygenation	10
<b>8</b> Review and advice on medicine usage - with urgency	<b>Emergency, †</b> Medical Assessment and Planning Units, Short stay acute medical assessment units <48 h	10
<b>9</b> Review and advice on medicine usage - ambulatory	Pharmacists providing review and advice on medicine usage services in Allied Health and/or Clinical Nurse Specialist Interventions clinics - Tier 2 Non-admitted Service 40.0411	5
<b>10</b> Review and advice on medicine usage - outreach services	Pharmacists providing review and advice on medicine usage services in Allied Health and/or Clinical Nurse Specialist Interventions clinics - Tier 2 Non-admitted Service 40.04 as outreach service or in <b>the patient's home</b> <sup>11</sup>	3
<b>11</b> Same day admission	Day surgery beds, Diagnostic GI, Endoscopy.	22

	Ophthalmology, Dentistry, Oncology, Renal Dialysis, Hospital in the Home	
<b>12</b> Outpatient clinics	Pharmacists participating in Medical Consultation clinics (including all Tier 2 Non-admitted Service 20.1-20.51) <sup>11</sup> Pharmacists providing services in Allied Health and/or Clinical Nurse Specialist Interventions clinics (including Tier 2 Non-admitted Service: 40.01, 40.02, 40.07, 40.13, 40.19, 40.20, 40.21, 40.26) <sup>11</sup>	22
FTE = full-time equivalent. *Includes services on weekdays and weekends. †Figure presented on the basis of admitted patients only but allowance for workload for some patients discharged from ED (based on admission rate of 27%). <sup>7</sup>		

3. hospital throughput, which is a combination of the number of beds, length of stay and occupancy and the usage of same-day and ambulatory services.

General guidance regarding clinical pharmacist staffing levels for particular service areas is described in Tables 9.1 and 9.2. These ratios are based on:

- providing a clinical pharmacy service to support an individual patient's MMP
- a bed occupancy rate of 95%
- an average length of stay of 5.9 days for general medical and surgical patients (the length of stay for overnight admissions in

Australia's public hospitals in 2011–12)<sup>7</sup>

- an average length of stay of 11.9 days for palliative care patients, 18 days for rehabilitation patients and 20 days for geriatric evaluation and management<sup>7,11,12</sup>
- minimal dispensing or medicine distribution activities performed by the pharmacist
- a small component of clinical supervision, e.g. undergraduate and postgraduate pharmacy students
- a 5-day service with an 8-hour working day (allowance has been made for attending interdisciplinary care planning, pharmacy staff meetings/liaison with other pharmacy staff regarding prescriptions).

The total number of inpatients has been determined by the number of beds, length of stay and occupancy rate over a given time period. The number of beds rather than the number of patients has been used as a workload measure for these patient categories as the unit 'one bed' is easily understood and identifiable.

If additional activities, e.g. dispensing, ensuring compliance with PBS requirements, liaison with community care providers, provision of adherence aids, are included in a pharmacist's job description, then the number of patients/beds able to be covered by the pharmacist would need to be reduced. Resource allocation for leave cover should also be considered.

If the length of stay within a unit is less than 6 days, or patients are transferred from one unit to another during their inpatient stay, the number of patients/beds able to be covered by the pharmacist would need to be reduced.

If extended services, e.g. 7-day service, services on public holidays, are offered then additional pharmacist time is required. Assuming the majority of admissions and discharges occur during the weekdays and a focus on safety of medicines use, the additional time per day for services in Table 9.1 is 2 to 2.5 hours. This amount of time would only allow the pharmacist to

undertake medication reconciliation for newly admitted patients and those discharged and undertake a brief review of admitted patients.

Service types listed in Table 9.2 require the same pharmacist resources irrespective of the day of the week.

Table 9.3 lists the competencies and accreditation frameworks that are relevant to this chapter.

## References

1. Australian Pharmaceutical Advisory Council. Guiding principles to achieve continuity in medication management. Canberra: The Council; 2005.
2. Australian Commission on Safety and Quality in Health Care. National safety and quality health service standards. Sydney: The Commission; 2011.
3. Australian Commission on Safety and Quality in Health Care. Australian safety and quality goals for health care: medication safety action guide. Sydney: The Commission; 2012.
4. O'Leary KM, Stuchbery P, Taylor G. Clinical pharmacist staffing levels needed to deliver clinical services in Australian hospitals. *J Pharm Pract Res* 2010; 40: 217-21.
5. Stuchbery P, Kong DC, De Santis GN, Lo SK. Measuring the time required to provide components of clinical pharmacy services. *J Pharm Pract Res* 2007; 37: 102-7.
6. Society of Hospital Pharmacists of Australia. Revised information on clinical pharmacist staffing levels. Supplement to SHPA standards of practice for clinical pharmacy 2004. Collingwood: The Society; 2011. Available from <[www.shpa.org.au/lib/pdf/practice\\_standards/Supplementary\\_clinical\\_pharmacy\\_staffing\\_levels-May2011\\_ro.pdf](http://www.shpa.org.au/lib/pdf/practice_standards/Supplementary_clinical_pharmacy_staffing_levels-May2011_ro.pdf)>.

7. Australian Institute Health and Welfare. Australian hospital statistics 2011–12. Canberra: The Institute; 2013.
8. Haas CE, Eckel S, Arif S, Beringer PM, Blake EW, Lardieri AB, et al. Acute care clinical pharmacy practice: unit- versus service-based models. *Pharmacotherapy* 2012; 32: e35-e44.
9. Pharmacy Board of Australia. Guidelines for dispensing of medicines. Melbourne: Australian Health Practitioner Regulation Agency; 2010.
10. Department of Health and Aged Care. National medicines policy. Canberra: The Department; 2000.
11. Independent Hospital Pricing Authority. Tier 2 outpatient clinic definitions. Version 1.2. Canberra: The Authority; 2012.
12. Department of Health and Ageing. Patient outcomes in palliative care. Report 13. January-June 2012. Canberra: The Department; 2012.
13. Society of Hospital Pharmacists of Australia. Clinical competency assessment tool (shpaclinCAT version 2). In: SHPA standards of practice for clinical pharmacy services. *J Pharm Pract Res* 2013; 43 (suppl): S50-S67.
14. Australian Pharmacy Profession Consultative Forum. National competency standards framework for pharmacists in Australia. Deakin: Pharmaceutical Society of Australia; 2010.

<p><b>Standard 3.1</b> Provide leadership and organisational planning</p> <p>2 Establish a strategic direction 3 Plan pharmacy services 4 Define organisational structure</p>
<p><b>Standard 3.4</b> Manage quality service delivery</p> <p>1 Facilitate service delivery 2 Maintain and enhance service quality 3 Ensure continuity of service</p>
<p><b>National safety and quality health service standards<sup>2</sup></b></p>
<p><b>Standard 1</b> Governance for safety and quality in health service organisations: governance and quality improvement systems</p> <p>1.1 Implement a system that determines and regularly reviews the roles, responsibilities and accountabilities and scope of practice for the clinical workforce</p>

<p><b>Table 9.3 Competencies and accreditation frameworks</b></p>
<p><b>Relevant national competencies and accreditation standards and shpaclinCAT competencies</b></p>
<p>shpaclinCAT<sup>13</sup></p>
<p>N/A</p>
<p><b>National competency standards framework for pharmacists<sup>14</sup></b></p>





IN THE FAIR WORK COMMISSION

**FWC Matter No.:**

**AG2022/4538**

**Applicant:**

Victorian Hospitals' Industrial Association (VHIA)

88 Maribyrnong St, Footscray VIC 3011

## Undertaking – Section 190

I, Timothy Nagle, Acting Chief Executive Officer of VHIA have the authority given to me by the Employers listed in Schedule 1 to give the following undertakings with respect to the *Medical Scientists, Pharmacists and Psychologists Victorian Public Sector (Single Interest Employers) Enterprise Agreement 2021-2025* ("the Agreement"):

### 1. Overtime for Part Time Employees

- a. A part-time Employee is entitled to overtime rates where:
  - i. work is performed in excess of ordinary hours as prescribed in clause 55.1; or
  - ii. overtime work is performed in accordance with clause 59.2; or
  - iii. the Employer directs the Employee to work additional hours beyond those agreed in clause 24.2.
- b. Subclause 1(a)(ii) of these undertakings does not apply where there is genuine agreement between the Employee and Employer for the Employee to undertake additional ordinary hours.

### 2. Public Holiday Payments:

- a. Where an Employee is classified as a:
  - i. SQ1 – Pharmacy Intern; or
  - ii. BR5 – Science Trainee, Pay Point 1; or
  - iii. TT15 – Pharmacist In Charge, Pay Point 3; or
  - iv. SX9 – Deputy Director Pharmacy Group 3; or
  - v. TT20 – Director Pharmacy Group 5and the Employee works on a public holiday, the Employer will undertake a review to ensure that the Employee is paid no less than the applicable Modern Award.
- b. If the entitlement to payment under this Agreement is less than the Modern Award, the Employer will reconcile the underpayment as soon as practicable.

**3. Student Pharmacist Rate**

a. For the avoidance of doubt, the correct rate of pay for a Student Pharmacist is provided in Schedule 2 of this Agreement. As such, the terms of clause 7.1 of Schedule 3 should be disregarded.

**4. Psychologist CATT on-call rate**

Psychologist CATT on-call allowance will be provided at the following rates:

Allowance	FFPPOA 1 December 2021	FFPPOA 1 December 2022	FFPPOA 1 December 2023	FFPPOA 1 December 2024
CATT on-call allowance	\$149.85	\$152.85	\$155.90	\$159.05

**5. Medical Physicist Sole Allowance**

Sole allowance for Medical Physicists will be provided at the following rates:

Allowance	FFPPOA 1 December 2021	FFPPOA 1 December 2022	FFPPOA 1 December 2023	FFPPOA 1 December 2024
Sole Allowance	\$67.00	\$68.35	\$69.75	\$71.15

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

16/11/2022