

**ALLIED HEALTH PROFESSIONALS
(VICTORIAN PUBLIC SECTOR)
(SINGLE INTEREST EMPLOYERS)
ENTERPRISE AGREEMENT
2020-2021**

PART A: PRELIMINARY

1. Agreement Title

This agreement will be known as the *Allied Health Professionals (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2020-2021*.

2. Arrangement

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4. Definitions

- 4.1 Act** means the *Fair Work Act 2009* (Cth).
- 4.2 ADO** means accrued day off.
- 4.3 Adoption** includes the placement of a child with an Eligible Employee (as defined in subclause 70.2(d)) prior to the Department of Health and Human Services seeking a permanent care order for the child.
- 4.4 Agreement** means the *Allied Health Professionals (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2020-2021*.
- 4.5 Award** means the *Health Professionals and Support Services Award 2020*.
- 4.6 Commission** means the Fair Work Commission or any successor body.
- 4.7 Employee** means a person employed by an Employer listed in **Appendix 1** of this Agreement who is employed in any of the classifications set out in this Agreement (see Appendix 4), other than employees employed solely or predominantly in the provision of public mental health services.

- 4.8 Employer** means each organisation listed in **Appendix 1** of this Agreement.
- 4.9 Experience** means experience in the Employee's profession obtained within the last five years, excluding any unpaid leave provisions in the Agreement (or any previous applicable instrument).
- 4.10 FFPPOA** means the first full pay period on or after.
- 4.11 National Employment Standards** or **NES** means Part 2-2 of the Act as amended from time to time.
- 4.12 OHS Act** means the *Occupational Health and Safety Act 2004* (Vic), or its successor.
- 4.13 Parties** in clause 54 (Recall – No Return to Workplace) means the Union and the Employers' representative, the Victorian Hospitals' Industrial Association.
- 4.14 Registered Health Practitioner** means an individual who is registered under the Health Practitioner Regulation National Law (as adopted in the applicable State or Territory) to practise a health profession, other than as a student.
- 4.15 Union** means the Health Services Union. The branch of the Health Services Union entitled to represent the Employees covered by the Agreement is the Health Services Union Victoria No. 3 Branch, trading as the Victorian Allied Health Professionals' Association (VAHPA). Any obligations and entitlements of the Union under this Agreement are obligations and entitlements of the Health Services Union Victoria No. 3 Branch.
- 4.16 WIRC Act** means the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic), or if applicable in the particular situation the *Accident Compensation Act 1985* (Vic) or the *Workers Compensation Act 1958* (Vic).
- 4.17** For the purpose of the NES only a shiftworker is an Employee who is regularly rostered to work Sundays and public holidays.
- 4.18 2011 Agreement** means the *Victorian Public Health Sector (Health Professionals, Health and Allied Services, Managers and Administrative Officers) Multiple Enterprise Agreement 2011 – 2015*.
- 4.19 2016 Agreement** means the *Allied Health Professionals (Victorian Public Health Sector) Single Interest Enterprise Agreement 2016-2020*.

5. Incidence & Coverage

This Agreement covers:

- 5.1** the Employers listed in **Appendix 1** of this Agreement;
- 5.2** all Employees (as defined in **subclause 4.77**); and
- 5.3** the Union if it is named by the Commission as a party covered by the Agreement.

6. Commencement Date and Period of Operation

- 6.1 This Agreement will come into effect seven days after the date of approval by the Commission.
- 6.2 This Agreement will nominally expire on 30 June 2021.
- 6.3 The Agreement will continue to operate after the nominal expiry date in accordance with the provisions of the Act.
- 6.4 Those covered by the Agreement and their representatives will commence negotiations for a replacement enterprise agreement in December 2020 provided that any claim made by any party during this period prior to the nominal expiry date of the Agreement may not be supported by industrial action.

7. Relationship To Previous Industrial Instruments and the NES

- 7.1 This is a comprehensive Agreement that operates to the exclusion of any award, workplace determination or other agreement which previously applied to Employees covered by this Agreement. However, any entitlement in the nature of an accrued entitlement to an Employee's benefit which has accrued under any such previous industrial instrument will not be affected by the making of this Agreement.
- 7.2 A dispute or grievance that is being considered pursuant to clause 14 of the 2016 Agreement at the time this Agreement commences operation may continue to be considered pursuant to clause 14 of the 2016 Agreement.
- 7.3 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.

8. Copy of Agreement

The Employer will make a copy of the Agreement accessible to all Employees either physically or electronically.

9. No Extra Claims

- 9.1 This Agreement is reached in full and final settlement of all matters subject to claims by those covered by the Agreement and for the life of the Agreement no further claims will be made or supported by those covered by the Agreement.
- 9.2 Nothing in this clause 9 is intended to be inconsistent with the Act or remove the ability for this Agreement to be varied in accordance with the Act.

10. Anti-Discrimination

- 10.1 Those covered by this Agreement respect and value the diversity of the work force and will help protect Employees against unfair treatment and unlawful

discrimination on the basis of race, colour, sex (gender), sexual orientation, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion (religious belief or activity), political opinion (political belief or activity), national extraction, social origin, carer and parental status, employment activity, gender activity, lawful sexual activity, industrial activity, physical features, breastfeeding, expunged homosexual activity, personal association, or any other attributes protected by anti-discrimination legislation.

- 10.2** Accordingly, in fulfilling their obligations under the Agreement, those covered by the Agreement must make every reasonable endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly unlawfully discriminatory in their effects.
- 10.3** Nothing in this clause 10 is to be taken to affect:
- (a)** any different treatment (or treatment having different effects) which is specifically exempted under Commonwealth or State anti-discrimination legislation;
 - (b)** an Employee, the Employer or registered organisation pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Australian Human Rights Commission; and
 - (c)** the exemptions in section 351(2) of the Act.

11. Transfer of Business

- 11.1** Where the business of the Employer is, before or after the date of the Agreement, transferred from the Employer (in this clause 11 called the Transferor) to another Employer (in this clause 11 called the Transferee) and an Employee who at the time of such transfer was an Employee of the Transferor in that business becomes an Employee of the Transferee:
- (a)** the continuity of the employment of the Employee will be deemed not to have been broken by reason of such transfer; and
 - (b)** the period of employment which the Employee has had with the Transferor or any prior transferor will be deemed to be service of the Employee with the Transferee.
- 11.2** In this clause 11:
- (a)** business includes trade, process, business or occupation and includes any part of any such business; and
 - (b)** transfer includes transmission, conveyance, assignment or succession whether by agreement or by operation of law and transferred has a corresponding meaning.

12. Individual Flexibility Arrangement

- 12.1** An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a)** the arrangement deals with one (1) or more of the following matters:

- (i) arrangements for when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the Employer and Employee in relation to one (1) or more of the matters mentioned in subclause 12.1; and
- (c) the arrangement is genuinely agreed by the Employer and Employee.
- 12.2** The Employee may appoint a representative for the purposes of the procedure in this clause 12, including the Union. Except as provided in subclause 12.5(c), the arrangement must not require the approval or consent of a person other than the Employer and the individual Employee.
- 12.3** The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Act;
 - (b) are not unlawful terms under section 194 of the Act; and
 - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 12.4** Where the Employee's understanding of written English is limited, the Employer will take measures, including translation into an appropriate language, to ensure the Employee understands the proposed individual flexibility arrangement.
- 12.5** The Employer must ensure that the individual flexibility arrangement:
- (a) is in writing;
 - (b) includes the name of the Employer and Employee;
 - (c) is signed by the Employer and the Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;
 - (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement;
 - (ii) how the arrangement will vary the effect of the terms; and
 - (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
 - (e) states the date the arrangement commences
- 12.6** The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 12.7** The Employer or Employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the Employer and Employee agree in writing – at any time.

PART B – CONSULTATION, DISPUTE RESOLUTION AND DISCIPLINE

13. Consultation

Nothing in this clause 13 limits the Employer's obligations to consult with HSRs under the OHS Act.

13.1 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, the Union, and the Employee's other chosen representative (where relevant) before any proposed change occurs.
- (b) Workplace change includes (but is not limited to) technological change.
- (c) Consultation will include those who are absent on leave including parental leave.
- (d) The Employer will take reasonable steps to ensure Employees, HSRs (where relevant) and the Union can participate effectively in the Consultation process.

13.2 Definitions

Under this clause 13:

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

- (e) **Measures to mitigate or avert** may include but are not limited to:
- (i) redeployment;
 - (ii) retraining;
 - (iii) salary maintenance;
 - (iv) job sharing; and/or
 - (v) maintenance of accruals.

13.3 Consultation Steps and Timeframes

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

Step	Action	Timeframe
1.	Employer provides Change Impact Statement and other written material required by subclause 13.4	
2.	Written response from Employee/s and/or Union	14 days after step 1
3.	Consultation Meeting/s convened	7 days to 14 days after step 2
4.	Further Employer response (where relevant)	After the conclusion of step 3
5.	Alternative proposal from Employee/s or Union	14 days after step 4
6.	Employer to consider alternative proposal/s consistent with the obligation to consult and, if applicable, to arrange further meetings with Employee/s or Union prior to advising outcome of Consultation	14 days after step 5

13.4 Change Impact Statement (Step 1)

Prior to Consultation required by this clause 13, 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) the possible effect on Affected Employee/s of the proposed change on workload and other occupational health and safety impacts;
- (d) where occupational health and safety impacts are identified, a risk assessment of the potential effects of the change on the health and safety of Affected Employee/s, must be undertaken in Consultation with HSRs, and the proposed mitigating actions to be implemented to prevent such effects;
- (e) the expected benefit of the change;
- (f) measures the Employer is considering that may mitigate or avert the effects of the proposed change;
- (g) the right of an Affected Employee/s 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, relates directly to a performance/conduct issue or cannot be disclosed under the *Health Services Act 1988* (Vic) or other legislation.

13.5 Employee / Union response (step 2)

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

13.6 Meetings (step 3)

- (a) As part of Consultation, the Employer will meet with the Affected 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; and
 - (iii) any matter identified in the written response from the Affected Employee/s and/or the Union.
- (b) To avoid doubt, the 'first meeting' at step 3 does not limit the number of meetings for Consultation.

13.7 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 Employee/s, Union and (where relevant) other representative/s.

13.8 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.

13.9 Outcome of Consultation (step 6)

The Employer will give prompt and genuine consideration to matters arising from Consultation, including an alternative proposal submitted under subclause 13.8, and will advise the Affected Employee/s, 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 Employee/s; and
- (d) a summary of how matters that have been raised by Affected Employee/s, the Union and their representatives, including any alternative proposal, have been taken into account.

13.10 Consultation about changes to rosters or hours of work

- (a) Where an Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with the Employee or Employees affected and their representatives, if any, about the proposed change.
- (b) The Employer must:
 - (i) consider health and safety impacts including fatigue;
 - (ii) provide to the Employee or Employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - (iii) invite the Employee or Employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iv) give consideration to any views about the impact of the proposed change that is given by the Employee or Employees concerned and/or their representatives.
- (c) The requirement to consult under this subclause 13.10 does not apply where an Employee has irregular, sporadic, or unpredictable working hours.
- (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.

13.11 Consultation disputes

Any dispute regarding the obligations under this clause 13 will be dealt with under the Dispute Resolution Procedure at clause 14 of this Agreement.

14. Dispute Resolution Procedure

14.1 Resolution of disputes and grievances

- (a)** For the purpose of this clause 14, a dispute includes a grievance.
- (b)** This dispute resolution procedure will apply to any dispute arising in relation to:
 - (i)** this Agreement;
 - (ii)** the NES;
 - (iii)** a request for an additional 12 months parental leave in accordance with section 76 of the Act; or
 - (iv)** a request for flexible working arrangements in accordance with section 65 of the Act.
- (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.

14.2 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 14 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 their 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 subclause 14.2.

14.3 Dispute settlement facilitation

- (a)** Where the chosen representative is another Employee of the Employer, that Employee will be released by the Employer from normal duties as is reasonably necessary to enable them to represent the Employee/s including:
 - (i)** investigating the circumstances of the dispute; and
 - (ii)** participating in the processes to resolve the dispute, including conciliation and arbitration.

- (b) An Employee who is part of the dispute will be released by the Employer from normal duties as is reasonably necessary to enable them to participate in this dispute settling procedure so long as it does not unduly affect the operations of the Employer.

14.4 Discussion of dispute at workplace

- (a) The parties will attempt to resolve the dispute at the workplace as follows:
 - (i) in the first instance by discussions between the Employee/s and the relevant supervisor; and
 - (ii) if the dispute is still unresolved, by discussions between the Employee/s and more senior levels of local management.
- (b) The discussions at subclause 14.4(a) will take place within fourteen days or such longer period as mutually agreed, save that such agreement will not be unreasonably withheld.
- (c) If a dispute cannot be resolved at the workplace it may be referred by a party to the dispute or representative to the Commission for conciliation and, if the matter in dispute remains unresolved, arbitration.

14.5 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.

14.6 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;
 - (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 a substantial reason to refuse to regard conciliation as complete.

14.7 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 14.7(d) below, a decision of the Commission is binding upon the persons covered by this Agreement.
- (d) An appeal lies to a Full Bench of the Commission, with the leave of the Full Bench, against a determination of a single member of the Commission made pursuant to this clause 14.

14.8 Conduct of matters before the Commission

Subject to any agreement between the parties to the dispute in relation to a particular dispute or grievance and the provisions of this clause 14, in dealing with a dispute or grievance through conciliation or arbitration, the Commission will conduct the matter in accordance with sections 577, 578 and Subdivision B of Division 3 of Part 5-1 of the Act.

15. Performance Management

15.1 Application of this clause

- (a) Where an Employer wishes to deal with performance issues of an Employee, they will be dealt with in accordance with this clause 15.
- (b) Where an Employer has concerns about a performance issue that may constitute misconduct, they will be dealt with in accordance with clause 16 (Discipline). Where this occurs, the performance management process in subclauses 15.3(c), (d) and (e) will still apply where appropriate.

15.2 Informal

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

15.3 Formal

- (a) Where the Employee's work performance is not at an acceptable standard following the process in subclause 15.2 or it was not appropriate to deal with the concerns informally, the Employer may initiate a formal performance management process.
- (b) The Employer will provide to the Employee in writing:
 - (i) details of the performance concerns including, where relevant, material that supports those concerns; and
 - (ii) notice of the Employee's right to be represented by a Union or other representative.
- (c) The Employer will:
 - (i) meet with the Employee and, where relevant, the Employee's representative, to discuss the concerns;

- (ii) ensure the Employee is provided with a reasonable opportunity to answer any concerns including a reasonable time to respond;
 - (iii) give genuine consideration to any response or matters raised by an Employee's response; and
 - (iv) if a performance management plan is proposed, consult with the Employee and the Employee's representative on the content of the plan.
- (d) Where, having considered the Employee's response, the Employer reasonably believes, based on the Employee's performance, that a performance management plan is appropriate, the Employer will:
- (i) provide the performance management plan to the Employee in writing following the consultation referred to at subclause 15.3(c)(iv) above, identifying which aspects of the Employee's performance are unsatisfactory and the required level of performance which must be reasonable; and
 - (ii) provide the Employee with a reasonable opportunity to address any concerns over a reasonable time.
- (e) The Employer will provide ongoing feedback on the Employee's performance during this period, including if the Employee's performance is not improving to a satisfactory standard, and will provide the Employee with all reasonable support, counselling and training.

16. Discipline

16.1 Application

- (a) Where an Employer has concerns about:
- (i) the Conduct of an Employee; or
 - (ii) a Performance issue that may constitute Misconduct;
- the following procedure will apply.
- (b) There are two steps in a disciplinary process under this clause 16 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 16.

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) **Conduct** means the manner in which the Employee behaviour impacts on work.
- (c) **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 is unable to fulfil all or part of their job requirements to a satisfactory level.

(d) Serious Misconduct is as defined under the Act and that is both wilful and deliberate. Currently the Act defines serious misconduct, in part, as:

- (i)** wilful or deliberate behaviour by an Employee that is inconsistent with the continuation of the contract of employment;
- (ii)** conduct that causes serious and imminent risk to:
 - A. the health or safety of a person; or
 - B. the reputation, viability or profitability of the Employer's business.

Conduct that is serious misconduct includes each of the following:

- (iii)** the Employee, in the course of the Employee's employment, engaging in:
 - A. theft; or
 - B. fraud; or
 - C. assault;
- (iv)** the Employee being intoxicated at work;
- (v)** the Employee refusing to carry out a lawful and reasonable instruction that is consistent with the Employee's contract of employment.

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

16.3 Investigative procedure

- (a)** The purpose of an investigative procedure is to conclude whether, on balance, concerns regarding Conduct or Performance are well-founded and supported by evidence. An investigation procedure must be fair including proper regard to procedural fairness.
- (b)** The Employer will:
 - (i)** advise the Employee of the concerns and allegations in writing;
 - (ii)** provide the Employee with any material which forms the basis of the concerns;
 - (iii)** ensure the Employee is provided a reasonable opportunity to answer any concerns including a reasonable time to respond;
 - (iv)** advise the Employee of their right to have a representative, including a Union representative;
 - (v)** ensure that the reason for any interview is explained; and
 - (vi)** take reasonable steps to investigate the Employee's response.

16.4 Disciplinary procedure

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

16.5 Possible outcomes

- (a)** Where it is determined 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:
 - (i)** counsel the Employee, with the counselling recorded on the Employee's personnel file;
 - (ii)** give the Employee a first warning, which will be verbal with a record of the warning recorded on the Employee's personnel file;
 - (iii)** give the Employee a second written warning in the event that the Employee has previously been given a first warning within the previous 12 months for that course of conduct;
 - (iv)** give the Employee a final written warning in the event that the Employee has previously been given a second written warning within the preceding 18 month period for that course of conduct;
 - (v)** terminate the Employee's employment on notice in the case of an Employee who repeats a course of conduct for which a final warning was given in the preceding 18 months;
 - (vi)** terminate the Employee's employment without notice where the conduct is Serious Misconduct within the meaning of the Act that is wilful and deliberate; or
 - (vii)** as an alternative to subclause 16.5(a)(vi) above and in those circumstances, the Employer may issue the Employee with a final warning without following the steps in subclauses 16.5(a)(i) to 16.5(a)(vi) above.

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

16.6 Discipline disputes

A dispute over the clause 16 is to be dealt with in accordance with the Dispute Resolution Procedure of this Agreement.

PART C- TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT

17. Types of Employment

- 17.1** Employees under this Agreement may be employed in any one of the following categories:
- (a) full-time Employees (clause 18);
 - (b) part-time Employees (clause 19);
 - (c) fixed term Employees (clause 22); or
 - (d) casual Employees (clause 20).
- 17.2** At the time of engagement the Employer will inform each Employee of the terms of their engagement, and in particular, whether they are to be full-time, part-time, fixed term or casual Employees.

18. Full-Time Employment

An Employee who is required by the Employer to work full-time and is ready, willing and available to work the full number of hours as required by the Employer, will be paid the full weekly wage as prescribed by the Agreement irrespective of the number of hours worked not exceeding 38. Clause 47 (Hours of Work) and clause 48 (Accrued Days Off) also deal with the manner in which a full-time Employee works their hours.

19. Part-Time Employment

- 19.1** A part-time Employee is an Employee 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.
- 19.2 Minimum Engagement**
- The minimum period of engagement of a part-time Employee is three (3) hours.
- 19.3 Pattern of work**
- (a) At the time a part-time Employee commences employment, the Employer and the part-time Employee will agree in writing on the following matters:
 - (i) a regular pattern of work, specifying at least 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.

19.4 Additional hours

A part time Employee may be offered additional hours at the applicable ordinary time rates for the time worked, within the limits prescribed by this Agreement. A part-time Employee is entitled to decline an offer of additional ordinary hours. Where a part-time Employee is directed by the Employer to work reasonable additional hours, or works hours in excess of 38 in a week, an average of 38 hours a week or the limits prescribed by the Agreement, overtime rates will apply.

19.5 Entitlements

The terms of this Agreement apply to part-time Employees (except where a clause explicitly states that it does not apply to part-time Employees), on the basis that the ordinary weekly hours for full-time Employees are 38, including:

- (a) payment at an hourly rate equal to 1/38th of the weekly rate appropriate for the Employee's classification;
- (b) accrued paid leave, Family Violence Leave and Professional Development Leave on a pro rata basis, including on any additional ordinary hours.

20. Casual Employment

- 20.1** A casual Employee is one who is engaged in relieving work or work of a casual nature and whose engagement is terminable by the Employer in accordance with the Employer's requirements, without the requirement of prior notice by either the Employer or the Employee, but does not include an Employee who could properly be classified under clause 18- Full-time employment, clause 19 - Part-time employment or clause 22 - Fixed term employment. The minimum period of engagement of a casual Employee is three (3) hours.
- 20.2** A casual Employee will be paid for all work, other than for overtime (see subclause 52.6 for casual overtime provisions), performed on a:
- (a) weekday an amount equal to 1/38th of the weekly wage appropriate to the Employee's classification per hour plus 25%;
 - (b) Saturday or Sunday an amount equal to 1/38th of the weekly wage appropriate to the Employee's classification per hour plus 75%; and
 - (c) public holiday an amount equal to 1/38th of the weekly wage appropriate to the Employee's classification per hour plus 175%.
- 20.3** In addition a casual Employee will be entitled to receive the appropriate uniform and other allowances contained in this Agreement.
- 20.4** The provisions of clause 24 (Termination of Employment), clause 59 (Annual Leave), clause 62 (Personal/Carer's Leave) except in so far as it expressly applies to casual Employees, and clause 72 (Long Service Leave), will not apply in the case of a casual Employee.
- 20.5** The list in subclause 20.4 is not intended to be exhaustive and relevant clauses should be referred to to determine any casual entitlement.

- 20.6 Casual Employees are entitled to Long Service Leave in accordance with the *Long Service Leave Act 2018* (Vic) (or applicable legislation).

21. Casual Conversion

- 21.1 Where a casual Employee has worked shifts on a regular and systematic basis over a period of 26 weeks or more, the Employer and the Employee recognise that the Employee may be more properly classified as part-time or full-time.
- 21.2 An Employee will not be considered to be rostered on a regular and systematic basis where the shifts the Employee has been working are replacing an Employee on an absence (including but not limited to parental leave, long service leave, workers compensation leave and personal leave) or a flexible work arrangement.
- 21.3 Either the Employer or the Employee may request in writing the conversion of the Employee to full-time or part-time employment (whichever is applicable) and such a request will not be unreasonably refused by either party.
- 21.4 A written response will be provided no later than 21 days from the date of a request (by either an Employee or Employer). Where the request is refused, the written response will include reasons for the refusal. Where the Employer makes the request under subclause 21.3, at the time of making the request the Employer will also notify the Employee in writing of their obligations under this subclause 21.4.
- 21.5 Where an Employee converts from casual to full or part-time employment, the Employee's minimum weekly hours will be those worked on a regular and systematic basis as described in subclauses 21.1 and 21.2 above, and the provisions of clause 18 Full-time Employment or 19 Part-time Employment (whichever is relevant) will apply.
- 21.6 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.

22. Fixed Term Employment

- 22.1 An Employee may only be employed on a fixed term basis where it is genuine fixed term employment as defined in subclauses 22.2 and 22.3.
- 22.2 **Genuine fixed term employment** is:
- (a) where the role is for a specific period or purpose and for one of the reasons set out at subclause 22.3; and
 - (b) is not where recurrent funding for the role may end or for a reason other than one specified at subclause 22.3 below.
- 22.3 Genuine fixed term employment can only be offered for the following purposes:
- (a) research projects which, for the purpose of this clause 22 means:

- (i) there is a definable work activity which has a starting time and which is expected to be completed within an anticipated timeframe;
 - (ii) the funding for the research project does not come from recurrent funding; and
 - (iii) there is no pattern of additional funding being provided or made available to extend the research project;
- (b) special projects. Indicative examples of special projects are:
- (i) Specific, Timely Assessment and Triage project (the STAT project), a NHMRC funded project looking at reducing waiting times;
 - (ii) Language and Literacy project;
 - (iii) Organisational Compliance projects such as those arising from findings of the Royal Commission into Family Violence where Employers must comply with several recommendations within a time specified time frame;
- (c) backfilling an on-going Employee who has been temporarily seconded to another role;
- (d) graduate year positions;
- (e) replacing other Employees who are absent:
- (i) on leave (including parental, long service or sick leave);
 - (ii) on WorkCover; or
 - (iii) by a flexible work arrangement;
- (f) any other genuine fixed term arrangement agreed to by the Union at its discretion.

22.4 Nothing in this clause 22 requires an Employer to use fixed term employment for the purposes listed in subclause 22.3.

22.5 Appointment

In the letter of offer, the Employer will advise the Employee in writing of the reason the role is genuine fixed term employment, the duration of the fixed term and the rights of an incumbent Employee (if relevant).

22.6 Duration of a fixed term contract

A contract for genuine fixed term employment cannot be for a period greater than 2 years unless otherwise agreed to by the Union at its discretion.

22.7 Further contract where role continues

Where the role that is subject to the genuine fixed term employment will continue beyond the end of the contract, the Employer may offer to extend the fixed term employment for that role by a further contract where it:

- (a) is still genuine fixed term employment as described at subclause 22.2 and is appropriate in all the circumstances;
- (b) is still for a purpose listed at subclause 22.3; and

- (c) does not exceed two years or, when any preceding contract is also taken into account, does not result in the appointment exceeding 5 years in total as described at subclause 22.11(a)(ii).

Example 1

An Employee is engaged on a fixed term basis of 12 months as a parental leave replacement. Just prior to the end of the 12 month period, the incumbent Employee resigns. That is, the Employee on a fixed term contract is no longer replacing another Employee. Under these circumstances, the Employee engaged on a fixed term basis will not have the fixed term extended for a further period other than on a short term basis to allow the Employer to recruit to the role.

Example 2

An Employee is engaged on a fixed term basis of 2 years as a parental leave replacement. The incumbent applies for a further period of parental leave for another child. Under these circumstances, the Employer may offer to extend the fixed term appointment by a further contract.

- 22.8** Where an Employer proposes to offer an additional contract to extend employment in a role in accordance with subclause 22.7 which, if accepted, would result in an Employee being engaged in that role on a fixed term basis for more than 2 years in total, the Employer will, not less than one (1) month prior to the scheduled expiration of the fixed term contract, write to the Employee stating:
- (a) that the role will continue beyond the fixed term and the Employer proposes to extend the fixed term appointment by offering a further contract;
 - (b) the period of the proposed further contract;
 - (c) why the Employer considers the further fixed term appointment is genuine fixed term employment (within the meaning of this clause 22) and is appropriate in all the circumstances;
 - (d) that:
 - (i) the Employee is entitled to discuss the offer of a further contract with their representative which may be the Union; and
 - (ii) the Union covered by this Agreement will be notified of the proposed extension of the fixed term appointment but that personal information will not be disclosed; and
 - (e) that if the Employee or their representative (including the Union) disputes that the proposed contract is for genuine fixed term employment, either is entitled to notify a dispute under clause 14 (Dispute Resolution Procedure) of this Agreement.
- 22.9** Where an Employer proposes to offer an additional contract to extend employment in a role in accordance with subclause 22.7 which, if accepted, would result in an Employee being engaged in that role on a fixed term basis for more than 2 years in total, the Employer will , not less than one (1) month prior to the scheduled expiration of the fixed term, the Employer will write to the Union stating:

- (a) the information described at subclause 22.8(a), (b) and (c); and
- (b) the classification, grade and Department/area of the genuine fixed term employment and the length of the fixed term appointment in total;

but will not disclose the personal information of the Employee without the Employee's consent.

22.10 Where the Employer proposes a further contract to extend a fixed term employment in accordance with subclause 22.7 the Employer will, where requested by the Employee or the Union, meet to discuss the proposed extension of the fixed term employment by a further contract and provide the Employee and/or the Union with any relevant information relating to why the proposed extended fixed term employment is genuine fixed term employment.

22.11 Conversion to permanent employment

- (a) If:
 - (i) the period of fixed term contract exceeds two years, unless otherwise agreed to by the Union in accordance with subclause 22.6;
 - (ii) an Employee's total period of fixed term employment (where there has been more than one fixed term contract) exceeds 5 years;
 - (iii) the Employee engaged pursuant to this clause 22 is re-engaged within thirteen weeks (including the total period of accrued annual leave paid on termination);
 - (iv) in engaging a fixed term Employee or extending the fixed term engagement the Employer does not comply with this clause 22 or, in the case of the timeframes at subclauses 22.8 and 22.9, does not substantially comply with those timeframes; or
 - (v) the Employer has employed the Employee on more than 5 fixed term contracts;

the Employee will be deemed to have been originally employed under clause 18 - Full-time employment, or clause 19 - Part-time employment.

- (b) For the purpose of this subclause 22.11, **does not substantially comply** means that the Employer's failure to adhere to the prescribed timeframes is such that either or both the Employee and the Union cannot:

- (i) give proper consideration to;
- (ii) consult with the other on; and
- (iii) seek advice on;

the proposed extension of fixed term employment and be satisfied that the fixed term employment offered is genuine fixed term employment within the meaning of this Agreement.

22.12 Separate fixed term positions

The provisions of subclauses 22.8 and 22.9 do not apply where an Employee applies for separate fixed term positions.

22.13 Anti-avoidance

Separate fixed term positions means positions that are genuine fixed term employment within the meaning of subclause 22.3 and which are genuinely separate and distinct, and does not include a single position that has been amended from one contract to the next.

22.14 Consideration of Fixed term employment

The Employer will consider whether it could utilise a permanent reliever rather than a fixed term Employee for long term leave relief.

22.15 Employees engaged on a fixed term basis pursuant to this clause 22 will receive the pay, entitlements and other conditions a full-time Employee receives where their work accords with clause 18 (Full-Time Employment), otherwise they will receive the pay, entitlements and other conditions provided for a part-time Employee under clause 19.

23. Letter of Offer

Before each new Employee commences employment, the Employer will provide each Employee with a letter of offer including the information set out in **Appendix 5**.

24. Termination of Employment

NOTE: this clause 24 only applies to full-time and part-time Employees unless otherwise indicated.

24.1 In the event of termination of employment, four weeks' written notice must be given by the Employer.

24.2 The notice required by subclause 24.1 will be increased by one week if the Employee is over 45 years of age and has completed at least two years of continuous service.

24.3 An Employer may make payment in lieu of notice for part or all of the notice period. The payment in lieu of notice must equal or exceed the total of all amounts that the Employer would have paid had the Employee's employment continued until the end of the required notice period, including superannuation. That payment must be calculated on the basis of:

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

24.4 An Employee (including a fixed term Employee) may terminate their employment by providing four weeks' notice to the Employer in writing. Subject to financial obligations imposed on the Employer by any legislation, if an Employee fails to give notice the Employer will have the right to withhold monies due to the Employee with a maximum amount equal to the ordinary time rate of pay for the period of notice not provided by the Employee.

- 24.5 Subclauses 24.1 to 24.3 do not affect an Employer's right to terminate an Employee's employment without notice for serious misconduct (as defined for the purposes of the Act).
- 24.6 Subclause 48.4 deals with payments or deductions related to ADOs upon termination.
- 24.7 Where the Employer has given notice of termination to an Employee, an Employee will be allowed:
 - (a) if the termination is a result of redundancy, up to one day off without loss of pay during each week of notice for the purpose of seeking other employment; or
 - (b) if the notice of termination is for any reason other than redundancy, up to one day off without loss of pay for the purpose of seeking other employment at times that are convenient to the Employee after consultation with the Employer.

25. Redundancy and Related Entitlements

25.1 Arrangement

This clause is arranged as follows:

- (a) Arrangement (subclause 25.1);
- (b) Definitions (subclause 25.2);
- (c) Redeployment (subclause 25.3);
- (d) Support to Affected Employees (subclause 25.4);
- (e) Salary Maintenance (subclause 25.5);
- (f) Preservation of accrued leave (subclause 25.6);
- (g) Relocation (subclause 25.7);
- (h) Employment terminates due to Redundancy (subclause 25.8); and
- (i) Exception to application of Victorian Government's policy with respect to severance pay (subclause 25.9).

25.2 Definitions

- (a) **Affected Employee** for this clause 25 means an Employee whose role will be redundant.
- (b) **Comparable Role** means an on-going role that:
 - (i) is the same profession as that of the Affected Employee's redundant position or if not, is in a profession acceptable to the Affected Employee;
 - (ii) is any of the following:
 - A. in the same clinical specialty as that of the Affected Employee's former position;
 - B. in a clinical specialty acceptable to the Affected Employee; or
 - C. a position that with the reasonable support described at 25.3(f), the Affected Employee could undertake;

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

25.3 Redeployment

An Affected Employee whose role will be redundant will be considered for redeployment during the Redeployment Period.

- (a) Employee to be advised in writing
 - (i) The Affected Employee must be advised in writing of:
 - (ii) the date the Affected Employee's role is to be redundant;
 - (iii) details of the redeployment process;

- (iv) the reasonable support that will be provided in accordance with subclause 25.3(f); and
- (v) the Affected Employee's rights and obligations.

(b) Employer obligations

The Employer will:

- (i) make every effort to redeploy the Affected Employee to a Comparable Role in terms of classification, grade and income, including appointing a case manager to provide the Affected Employee with support and assistance; and
- (ii) take into account the personal circumstances of the Affected Employee, including family commitments and responsibilities.

(c) Employee obligations

The Affected Employee must actively participate in the redeployment process including:

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

(d) Rejecting a Comparable Role

Where an Affected Employee rejects an offer of redeployment to a Comparable Role (as defined in this clause 25), the Affected Employee may be ineligible for a departure package referred to at subclause 25.8.

(e) Temporary alternative duties

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

(f) Support for redeployment

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

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

(g) Where no redeployment available

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

(h) Non-Comparable Role

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

25.4 Support to Affected Employees

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

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

25.5 Salary Maintenance

(a) Entitlement to Salary Maintenance

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

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

(b) Period of Salary Maintenance

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

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

25.6 Preservation of accrued leave

An Affected Employee entitled to Salary Maintenance will have:

- (a)** the long service leave and annual leave they have accrued prior to the redeployment preserved. Specifically, the value of the leave and the number of

hours accrued immediately prior to redeployment will not be reduced as a result of redeployment; and

- (b) the number of hours of personal leave they have accrued prior to redeployment preserved

25.7 Relocation

(a) Employer to advise in writing of Relocation

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

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

(b) Entitlement to relocation allowance

An Affected Employee is entitled to a 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.

Payment

- (i) The maximum relocation allowance payable by the Employer will be \$1900.00, paid as a lump sum.
- (ii) When considering the Affected Employee's estimate, the Employer may have regard to the Reasonable Distance.
- (iii) In the event of a dispute about the Affected Employee's estimate it will be resolved under clause 14 (Dispute Resolution Procedure).

(d) Exceptions

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

(e) 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 25 for the duration of the fixed term contract.

25.8 Employment terminates due to Redundancy

The Victorian Government's policy with respect to public sector redundancy and the entitlements upon termination of employment as a result of Redundancy are set out in the *Public Sector Workplace Relations Policies 2015*. The policy as at the time this Agreement comes into operation applies to Employees but does not form part of this Agreement.

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

Where the Affected Employee's Employer secures for them a Comparable Role (as defined) with another Employer covered by this Agreement, which:

- (a)** is within a Reasonable Distance of the work site of the redundant position;
- (b)** provides Continuity of Service;
- (c)** where the Comparable Role results in a loss of income, the salary maintenance at subclause 25.5 will be applied; and
- (d)** where relevant, is 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.

26. Ending Employment During Parental Leave

26.1 Communication during parental leave – organisational change

(a) Organisational Change - consultation

Where an Eligible Employee (as defined in subclause 70.2) is on parental leave and the Employer proposes a change that will have a Significant Effect within the meaning of clause 13 (Consultation) of this Agreement on the Eligible Employee, including their pre-parental leave position, the Employer will comply with the requirements of clause 13 (Consultation) which include but are not limited to providing:

- (i)** information in accordance with subclause 13.4; and
- (ii)** an opportunity for discussions with the Eligible Employee and, where relevant, the Eligible Employee's representative in accordance with subclause 13.6.

Where the organisational change may result in the Eligible Employee's position being made redundant, the provisions in subclause 26.2 will also apply.

(b) Other significant matters

The Eligible Employee will endeavour to take reasonable steps as soon as practicable to inform the Employer about any significant matter that arises whilst the Eligible Employee is on parental leave that will affect the Eligible Employee's decision regarding:

- (i) the duration of parental leave to be taken;
- (ii) whether the Eligible Employee intends to return to work; and
- (iii) whether the Eligible Employee intends to request to return to work on a part-time basis.

(c) Change of address

The Eligible Employee will also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with subclause 26.1.

26.2 Redundancy – proposed termination of Employment

(a) Employer to write to Employee

Where, following the consultation in clause 13, an Eligible Employee is on parental leave when the Eligible Employee's role is declared redundant, the Employer will inform the Eligible Employee in writing of the following:

- (i) that the Eligible Employee is entitled to return to an available position for which the Eligible Employee is qualified and suited nearest in status and pay to the pre-parental leave position;
- (ii) any available position/s for which the Employer believes the Eligible Employee may be qualified and suited, including those nearest in status and pay to the pre-parental leave position; and
- (iii) In the event that:
 - A. the available position for which the Employee is qualified and suited nearest in status and pay to the pre-parental leave position is not a Comparable Role within the meaning of subclause 25.2(b); or
 - B. there is no available position as described at subclause 26.2(a)(iii)A;

the Eligible Employee may:

- (1) continue the employment by electing to defer the commencement of the redeployment period in subclause 25.3 for the period of parental leave, including any extension agreed under subclause 70.12 (although nothing in this clause 26 stops a Comparable Role from being identified during parental leave, before the redeployment period); or

- (2) consent to the termination of employment when the position is made redundant and receive the redundancy entitlements in accordance with subclause 25.8;
 - (iv) in the event that the Eligible Employee is informed by the Employer of a Comparable Role, the consequences under subclause 25.3(d)(Rejecting a Comparable Role) of not accepting a Comparable Role; and
 - (v) that the Eligible Employee is entitled to a representative which may be a Union representative.
- (b) Eligible Employee to advise Employer in writing**
 - (i) The Eligible Employee will advise the Employer in writing whether:
 - A. the Eligible Employee consents to the proposed termination of employment during the period of parental leave due to redundancy;
 - B. where applicable, the Eligible Employee accepts redeployment into the available position for which the Eligible Employee is qualified and suited nearest in status and pay to the pre-parental leave position; or
 - C. the Eligible Employee elects to defer the commencement of the redeployment period in subclause 25.3 (Redeployment) for the duration of parental leave;

within fourteen (14) days of receiving the Employer's written advice outlined at subclause 26.2(a) or if that is not practicable, as soon as practicable.
 - (ii) The Employee will not be in breach of subclause 26.2(b)(i) if a failure to respond is reasonable in the circumstances.
 - (iii) At any time during the parental leave the Eligible Employee may advise the Employer in writing that they consent to the proposed termination of employment during the period of parental leave due to redundancy.
- (c) Eligible Employee elects to remain employed**

Where the Eligible Employee does not consent to the proposed termination of employment during the period of parental leave due to redundancy, the parties (or representatives, which may be the Union) will discuss and agree how the Employer will communicate with the Employee during parental leave to maximise the likelihood of the Employee being offered a Comparable Role.
- (d) Comparable Role does not affect length of parental leave**

Where a Comparable Role or other position is accepted by the Employee the Employer will redeploy them to that role or position. In such a circumstance, the Employer will not require the Eligible Employee to vary the length of the parental leave and the Employee's right to request an extension to parental leave under subclause 70.12 is not affected.

Example:

An Eligible Employee's role is made redundant six months through a 12-month period of parental leave. The Eligible Employee elects to defer the commencement of the redeployment period. A Comparable Role is accepted by the Eligible Employee. The Eligible Employee is entitled to return to the Comparable Role at the end of the 12-month parental leave period or a longer or shorter period as agreed. The Employer may fill the Comparable role on a temporary basis (such as fixed term) until the end of the Eligible Employee's parental leave.

(e) No Comparable Role by the end of parental leave

- (i)** Where the Eligible Employee has not accepted a Comparable Role or other position before the conclusion of parental leave:
- A. the Employer will advise the Eligible Employee in writing of any available positions for which the Employee is qualified and suited, including those nearest in status and pay to the pre-parental leave position even if it is not a Comparable Role; and
 - B. the Employer will state whether, in its view, the available position is a Comparable Role.
- (ii)** Where the Eligible Employee does not wish to exercise the right to return to the available position, the Eligible Employee may elect to commence the redeployment period in clause 25.3 or terminate the employment on the basis of redundancy.

(f) Calculation of payments

- (i)** Where an Eligible Employee's employment is terminated, in accordance with this clause 26, prior to returning to work from parental leave, any severance pay (including notice) and any other amount owing to the Employee will be based on the higher of:
- A. the position the Eligible Employee held immediately before proceeding on parental leave; or
 - B. in the case of an Eligible Employee who transferred to a safe job pursuant to subclause 70.14, the position they held immediately before such transfer;
- calculated at the hourly rate at the time the termination takes effect.

Example:

An Eligible Employee works 30 hours a week (Job A) prior to transferring to a safe job which is at a lower pay rate and is for only 25 hours a week (Job B). A wage increase occurs during the parental leave. Redundancy is calculated on the basis of Job A's rate of pay as increased during the period of parental leave and its greater number of hours per week.

- (ii) In the event that the Eligible Employee consents to the termination of employment due to redundancy during paid parental leave, the Eligible Employee will receive the full amount of paid parental leave and superannuation under subclauses 70.5 and 30.5.

(g) Resignation does not affect redundancy payment

Resignation by the Eligible Employee prior to returning to work does not affect the Employee's entitlement to a redundancy payment under subclause 25.8.

(h) Redeployment period

Where an Eligible Employee's role is made redundant during parental leave, and:

- (i) the Employee has not consented to the proposed termination of their employment during the period of parental leave due to redundancy; and/or
- (ii) the Eligible Employee has not accepted a Comparable Role or an available position for which the Eligible Employee is qualified and suited nearest in status and pay to the pre-parental leave position;

the redeployment period of 13 weeks in subclause 25.3 commences on the day after the Employee's parental leave ends.

27. Transition to Retirement

27.1 Employees may advise their Employer in writing of their intention to retire within the next five years from their Employer and may participate in a transition to retirement arrangement.

27.2 Transition to retirement arrangements may be proposed and, where agreed, implemented through:

- (a) a flexible working arrangement (see clause 96);
- (b) an individual flexibility agreement (see clause 12);
- (c) an agreement in writing between the parties; or
- (d) any combination of the above.

27.3 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; and/or
- (c) working in a position at a lower status or rate of pay.

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

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

Example:

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

or;

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

Examples:

1. An Employee's hourly rate of pay is reduced under this subclause 27.4(b) from \$35 to \$30. When the Employee takes LSL it 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 27.4(b) from 32 hours per week to 24 hours per week. When the Employee takes LSL they will be paid for 32 hours of LSL per week until the preserved LSL is exhausted.
3. An Employee's hourly rate of pay is reduced under this subclause 27.4(b) from \$40 to \$35 and their hours of work from 38 to 30 hours per week. When the Employee takes LSL it will be paid at the rate of \$40 per hour and they will be paid for 38 hours of LSL per week until the preserved LSL is exhausted.

- (ii) however, if the Employee's hourly wage rate in the post-transition role over time exceeds the wage rate of the pre-transition role, the higher wage rate will be used to calculate LSL.

PART D - WAGES

28. Wages and Wage Increases

- 28.1** Weekly rates of pay prescribed by the 2016 Agreement will be increased by 2.5% effective from the FFPPOA 1 July 2020.
- 28.2** The rates as amended by this Agreement are set out at **Appendix 2** of this Agreement.
- 28.3** The above rates of pay will only come into operation on the approval of this Agreement by the Commission in accordance with the Act.
- 28.4 Translation of some Chief and Deputy Chief rates**

An Employee who, immediately prior to the commencement of this Agreement, held a position that subclause 28.6 of the 2016 Agreement applied to because they were classified under the 2011 Agreement at:

- (a) Chief Grade 2 and the Employee was at the Year 2 increment;
- (b) Medical Imaging Technologist Deputy Chief Grade 2 and the Employee was at the Year 2 increment;
- (c) Chief Grade 4; or
- (d) Medical Imaging Technologist Deputy Chief Grade 4;

will receive the weekly rates of pay specified below:

RELEVANT CHIEF & DEPUTY CHIEF CLASSIFICATIONS	CURRENT RATE	RATE EFFECTIVE FROM THE FFPPOA 1 July 2020
Chief Grade 2 Year 2	\$2,116.00	\$2,184.70
Medical Imaging Technologist Deputy Chief Grade 2 Year 2	\$2,116.00	\$2,168.90
Chief Grade 4	\$2,462.80	\$2,524.40
Medical Imaging Technologist Deputy Chief Grade 4	\$2,462.80	\$2,524.40

29. Payment of Wages

29.1 Frequency of payment

- (a) The pay period will be weekly or fortnightly.
- (b) Wages will be paid not later than Thursday following the end of the pay period.

29.2 Method of payment

Wages will be paid by electronic funds transfer into the bank or financial institution account nominated by the Employee, unless otherwise agreed.

29.3 Payslip

On or prior to pay day, the Employer will provide each Employee with a pay slip that states the amount of wages, any deductions, the net amount being paid and any other information prescribed by section 536 of the Act.

29.4 Payment on termination

- (a) When notice of termination of employment has been given by an Employee or an Employer's employment has been terminated by the Employer, payment of all wages and other monies owing to an Employee will be made to the Employee on or before the final day of work of the Employee.
- (b) In circumstances other than those outlined in subclause 29.4(a) where an Employee's employment is terminated, payment of all wages and other monies owing to the Employee will be made to the Employee no later than Thursday following the end of the pay period in which the Employee's employment has terminated.

30. Superannuation

30.1 The subject of superannuation is dealt with extensively by federal legislation which prescribes the obligations and entitlements regarding superannuation. This clause 30 is ancillary to and supplements those provisions.

30.2 Definitions

In this clause 30:

- (a) **Default Fund** means the First State Super (or any successor) while it provides a "MySuper product" as defined by the Act.
- (b) **Preferred Superannuation Fund** means a fund that meets the definition of a superannuation fund in the *Superannuation Guarantee (Administration) Act 1992* (Cth).
- (c) **Industry Superannuation Fund** means a complying superannuation fund, as defined in the *Superannuation Industry (Supervision) Act 1993*, that:
 - (i) has twenty or more participating employers;
 - (ii) excluding any independent directors, provides for half of the trustee board to be comprised of employee representatives and/or nominated by one or more trade unions and half of the trustee board to be comprised of representatives of participating employers; and
 - (iii) operates on a "not for profit" basis.

30.3 Superannuation contributions

The Employer will make superannuation contributions on behalf of an Employee to any of the following superannuation funds nominated by an Employee:

- (a) **HESTA** (Health Employees Superannuation Trust of Australia) or successor;
- (b) **Aware Super** (Aware Super Pty Ltd), or successor;

- (c) the Employee's preferred superannuation fund where it is an Industry Superannuation Fund; or
- (d) where relevant superannuation legislation requires choice of superannuation fund in an enterprise agreement, any other Preferred Superannuation Fund nominated by the Employee.

30.4 New Employee does not nominate fund

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

30.5 Calculation of superannuation contributions

- (a) Superannuation contributions paid by the Employer will be calculated and paid on:
 - (i) ordinary time earnings as defined in the *Superannuation Guarantee (Administration) Act 1992* (Cth) of \$450 or more per month, calculated on the Employee's pre salary packaging earnings; and
 - (ii) any additional amounts consistent with the trust deed of the superannuation fund.
- (b) The Employer will also make a superannuation contribution on the paid parental leave at subclauses 70.5(a)(i) and 70.10(b)(ii), equivalent to that required by relevant legislation if such payments were deemed ordinary time earnings.

30.6 Employee Contributions

Subject to the terms of the relevant trust deed of the superannuation fund, an Employee may make additional contributions to their chosen superannuation fund and upon receiving written authorisation from the Employee, the Employer will deduct such contributions from an Employee's salary and will forward such contributions to the chosen fund.

31. Salary Packaging

- 31.1** An Employee is entitled to salary package the current salary specified in Appendix 2 in accordance with the Employer's policy.
- 31.2** The Employee will compensate the Employer from within their salary for any Fringe Benefits Tax (**FBT**) incurred as a consequence of the Employee's requested salary packaging arrangement. 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.
- 31.3** The Employee may elect to convert the amount packaged (or part) to salary for any reason, including where salary packaging ceases to be an advantage to the Employee because of subsequent changes to FBT legislation. Any costs associated with the conversion to salary will be borne by the Employee and the Employer will not be liable to make up any benefit lost as a consequence of an Employee's decision to convert to salary.

- 31.4** The Employee will be responsible for all costs associated with the administration of their salary packaging arrangements, provided that such costs will be confined to reasonable commercial charges as levied directly by the external salary packaging provider and/or in-house payroll service (as applicable), as varied from time to time. The Employer will notify the Employee where the charges levied are varied.
- 31.5** Employees who are considering salary packaging should seek independent financial advice. The Employer will not be responsible for the cost or outcome of any such advice.
- 31.6** Superannuation contributions paid by the Employer into an approved Fund will be calculated on the Employee's pre-packaged rate of pay.

32. Accident Pay

- 32.1** Subject to this clause 32, where an Employee is receiving a weekly payment of compensation in respect of an incapacity under the WIRC Act, the Employee will receive accident make up pay equal to the ordinary time earnings they would ordinarily receive, less the amount of weekly compensation.
- 32.2** Accident make up pay will only be payable to an eligible Employee whilst that Employee remains in the employment of the Employer.
- 32.3** An Employer is not liable to pay accident make up pay:
- (a)** in relation to an incapacity which occurred during the first two weeks of the employment unless such incapacity continues beyond the first two weeks of employment in which case the maximum period of payment of accident make up pay will apply only to the period of incapacity after the first two weeks;
 - (b)** in relation to any injury, during the first five normal working days of incapacity. However, an Employee who contracts an infectious disease in the course of duty is entitled to receive workers' compensation therefore will receive accident pay from the first day of incapacity;
 - (c)** for any period that weekly payments under the Act cease;
 - (d)** whilst the Employee is on any other paid leave provided for in this Agreement;
 - (e)** unless the Employee has given notice in writing to the Employer of an injury as soon as practicable after the occurrence of the injury;
 - (f)** upon the death of the Employee.
- 32.4** The maximum period or aggregate periods of accident make up pay for which the Employer is liable under this clause 32 is 39 weeks for any one injury.

PART E – ALLOWANCES AND REIMBURSEMENTS

33. Increases to Allowances

33.1 The following allowances:

- (a) the uniform allowance in clause 44;
- (b) the laundry allowance in clause 44;
- (c) the meal allowance in subclause 36.1;
- (d) the sleepover allowance in clause 40;
- (e) the night shift allowance in subclause 38.2;
- (f) the permanent night shift allowance in subclause 38.2; and
- (g) CATT on-call allowance in subclause 54.2.

will be increased in accordance with the wage increases in subclause 28.1.

33.2 Allowances as amended by this Agreement are set out at **Appendix 3** of this Agreement.

34. Sole Allowance

An Employee who is the only person employed in one of the below listed classifications, will be paid, in addition to their appropriate rate, an allowance per week at the rate of 5% of the weekly wage of a AHP1 Grade 1, Year 1:

- Cardiac Technologist (Cardiac Physiologist)
- Child Psychotherapist
- Health Information Manager (Medical Record Administrator)
- Medical Imaging Technologist (Radiographer)
- Medical Librarian
- Music Therapist
- Nuclear Medicine Technologist
- Occupational Therapist
- Orthoptist
- Orthotist/Prosthetist
- Photographer or Illustrator (Medical Photographer or Illustrator)
- Physiotherapist
- Podiatrist
- Radiation Therapy Technologist
- Recreation Therapist
- Social Worker
- Speech Pathologist

35. Higher Qualifications Allowance

- 35.1** An Employee who holds an additional post graduate qualification which is of direct relevance to their current position or functional work area, will be paid an allowance of 7.5% of the AHP1 Grade 1, Year 3 rate.
- 35.2** An Employee who holds a doctorate which is of direct relevance to their current position or functional work area will be paid an allowance of 10% of the AHP1 Grade 1, Year 3 rate.
- 35.3** An Employee who receives an allowance under subclause 35.2 above cannot also receive an allowance under subclause 35.1 above.
- 35.4** The higher qualifications allowance is to be paid during all periods of leave except sick leave beyond 21 days and long service leave.
- 35.5 Definitions**
- (a)** A **post graduate qualification** includes a qualification that has been assessed as a Bachelor Honours Degree, Graduate Certificate, Graduate Diploma or Masters Degree (or equivalent to any of these) under the Australian Qualifications Framework level 8 or 9 criteria.
 - (b)** A **doctorate** includes a qualification that has been assessed as a Doctorate (or equivalent) under the Australian Qualifications Framework level 10 criteria.
 - (c)** For the avoidance of doubt, **additional post graduate qualification** in subclause 35.1 means a post graduate qualification held by the Employee that is in addition to the minimum qualification that is required to enable them entry into the relevant profession under the Agreement. It is not a post graduate qualification held by an Employee that is the only qualification they hold that allows them entry into the profession under the Agreement.

36. Allowances Related to Overtime and On-call

36.1 Meal Allowance

(a) Meals Allowance Where Overtime Worked

- (i)** Except as provided at subclause 36.1(b) below, an Employee who works overtime will be paid the meal allowance specified at **Appendix 3** where the Employee works:
 - A. more than one hour of overtime after the end of a rostered shift;
 - B. more than two hours overtime when they have been recalled to duty; and/or
 - C. more than four hours of overtime or recall.
- (ii)** An Employee who qualifies for the meal allowance at subclause 36.1(a)(i)C will receive it in addition to the meal allowance at subclause 36.1(a)(i)A or 36.1(a)(i)B.

(b) Meals Allowance Where Overtime Worked – Exception

The meal allowance provisions in subclause 36.1(a) above will not apply where a meal is supplied to the Employee at the Employer's expense.

36.2 On-call Allowance

- (a)** An on-call allowance of 2.5% of the AHP1 Grade 1, Year 2 rate will be paid to an Employee in respect of 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 finishing at the termination of ordinary duty on Friday.
- (b)** The allowance will be 5% of the AHP1, Grade 1, Year 2 rate in respect of any 12 hour period or part thereof during which the Employee is on-call during the period commencing from the time of termination of ordinary duty on Friday and finishing at the commencement of ordinary duty on Monday, or any public holiday or part thereof.

36.3 Telephone Allowance

- (a)** 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.
- (b)** 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.

37. Higher Duties Allowance

Note: An individual Employee does not need to perform the duties of the absent Employee for the entire period of the absence in order to access the higher duties allowance.

An Employee required to assume the duties of another employee (**Absent Employee**) on a higher classification who is absent for five days or more will receive the higher duties allowance as follows:

- 37.1** where the Absent Employee is classified under this Agreement, not less than the minimum rate prescribed for the classification applying to the Absent Employee;
- 37.2** where the Absent Employee is not classified under this Agreement but there is a classification under this Agreement which would apply to the work performed by the Absent Employee if the Absent Employee was an Employee covered by this Agreement, the minimum rate prescribed for that equivalent classification under this Agreement; or
- 37.3** where the Absent Employee is not classified under this Agreement and subclause 37.2 above does not apply, 10% of the relieving Employee's base rate;

even where the period the Employee is required to assume the duties of the absent Employee is less than five days.

Example:

A Grade 3 Employee is absent for five (5) days. Two Grade 2 Employees are required to perform the duties of the absent Grade 3 Employee, one for 3 days and one for 2 days. Each Grade 2 Employee would be entitled to the higher duties allowance.

38. Shift Work Allowance

38.1 In addition to any other rates prescribed elsewhere in the Agreement, an Employee whose rostered hours of ordinary duty finish between 6.00 p.m. and 8.00 a.m. or commence between 6.00 p.m. and 6.30 a.m. will be paid an amount equal to 2.5% of the rate applicable to first year of experience after qualifications for that Employee per rostered period of duty (see **Appendix 3**). Provided that Employees employed in the following professions/classifications will be paid the amount specified in **Appendix 3** per rostered period of duty in lieu of the amount equal to 2.5% of the rate applicable to first year of experience after qualifications for that Employee:

- (a) Medical Imaging Technologist, Nuclear Medicine Technologist and Radiation Therapy Technologist - Intern classification only;
- (b) Allied Health Manager - Grade 3 classification only;
- (c) Biomedical Technologist - all classifications;
- (d) Child Psychotherapist - all classifications;
- (e) Community Development Worker - all classifications;
- (f) Welfare Worker - all classifications; and
- (g) Youth Worker - all classifications.

38.2 Provided that in the case of an Employee working on any rostered hours of ordinary duty finishing on the day after commencing duty or commencing after midnight and before 5.00 a.m. they will be paid for any such period of duty the amount specified in **Appendix 3** for 'night shift', and provided further that in the case of an Employee permanently working on any such rostered hours of ordinary duty they will be paid for any such period of duty the amount specified in **Appendix 3** for 'permanent night shift'. Permanently working will mean working for any period in excess of four consecutive weeks.

38.3 The allowances payable pursuant to this clause 38 will be calculated to the nearest five cents, portions of a cent being disregarded.

39. Change of Shift Allowance

39.1 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 the first, will be paid a change of shift allowance for each such change except as provided at subclauses 39.3 and 39.4 below.

39.2 The change of shift allowance will be an amount equal to 4% of the rate applicable to the first year of experience after qualifications for that Employee and is in addition to any other amount payable.

39.3 Exception – two contracted positions

The change of shift allowance is not payable where an Employee holds two contemporaneous, contracted, different positions with the same Employer and moving between those positions results in a change of shift pattern that would ordinarily invoke a change of shift allowance payment.

39.4 Exceptions – Employee requests change and 2 weeks off duty

The change of shift allowance is not payable where:

- (a) the Employee requests a change to the roster which creates a change of shift as described in subclause 39.1; or
- (b) there is at least two weeks of continuous approved leave between the relevant shifts which creates a change of shift as described in subclause 39.1.

39.5 The allowances payable pursuant to this clause 39 will be calculated to the nearest five cents, portions of a cent being disregarded.

40. Sleepover Allowance

40.1 Where the Employer requires an Employee to sleepover on the Employer's premises for a period outside that of the Employee's normal rostered hours of duty, the Employee will be entitled to the applicable amount for their classification set out in **Appendix 3**.

40.2 This payment will be deemed to provide compensation for the sleepover and also to include compensation for all work necessarily undertaken by an Employee up to a total of one hour's duration. Any work necessarily performed by the Employee in excess of one hour during their sleepover will attract the appropriate overtime payment as specified in clause 52 (Overtime).

41. Travelling Allowance

41.1 Rates

The travelling allowance rates are as follows:

Engine capacity		Cents per kilometre
Ordinary car	Rotary engine car	
1600cc (1.6 litre) or less	800cc (0.8 litre) or less	65 cents
1601cc - 2600cc (1.601 litre - 2.6 litre)	801cc - 1300cc (0.801 litre - 1.3 litre)	76 cents

2601cc (2.601 litre) and over	1301cc (1.301 litre) and over	77 cents
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41.2 Travel - Recall

- (a) An Employee required to use their vehicle for transport from home to place of work and return outside of normal hours will receive the allowance at subclause 41.1 for each kilometre travelled.
- (b) At the Employee's request, an Employee who is recalled to the Employer's premises for any purpose will be provided with transport (i.e. taxi or hire car) for the outward and return journeys and the Employer will be responsible for the cost.

41.3 Travel during normal working hours

An Employee required to travel during normal working hours on Employer business will be:

- (a) provided with transport by the Employer and the Employer will be responsible for the cost; or
- (b) where the Employee agrees to use their own vehicle, receive the allowance at subclause 41.1 for each kilometre travelled on Employer business.

41.4 Reimbursement

- (a) Approved fares incurred by an Employee in the performance of their duty will be reimbursed by the Employer.
- (b) Any road tolls reasonably incurred by an Employee when using the Employee's own vehicle under subclause 41.2 or 41.3, will be reimbursed by the Employer upon the production of appropriate evidence.

41.5 Parking

An Employee undertaking travel under this clause 41 will be reimbursed for the cost of parking if that cost is incurred as a result of that travel.

42. Travel – Payment

Where an Employee is required to travel on Employer business, or undertake travel that attracts the working away from home allowance in clause 43 (Working Away From Home), the time spent travelling will be treated as time worked and paid as:

- (a) ordinary time (where travel is during ordinary hours); and/or
- (b) overtime (where travel is outside ordinary hours);

in accordance with this Agreement.

Example 1:

An Employee works from 9am to 5pm at work site A. Just before 5pm the Employee is directed to travel to site B to perform overtime until 7pm and such a direction is reasonable. The Employee arrives at site B at 5:30pm to commence work. The Employee will be entitled to payment at the applicable overtime rates for 30 minutes of travel.

Example 2:

An Employee is required to work at a location that requires an overnight stay and will be paid the working away from home allowance. The Employee travels to the location during the Employee's ordinary hours. The time spent travelling is paid at ordinary rates.

43. Working Away From Home

43.1 For each night an Employee is required by the Employer to be absent overnight from their usual place of residence, for example where an Employee cannot reasonably travel from or back to their usual place of residence on the day on which they are required to work by the Employer, the Employer will:

- (a) pay the Employee the higher of the following:
 - (i) 2.5% of the AHP1 Grade 1, Year 2 rate per overnight period between Monday and Friday; or
 - (ii) 5% of the AHP1 Grade 1, Year 2 rate per overnight period that includes a Saturday, Sunday or Public Holiday; and
- (b) pay for all reasonably incurred expenses in respect to fares, meals and accommodation.

43.2 Exception

Subject to subclause 43.1, this clause 43 does not apply where an Employee voluntarily chooses for personal reasons to stay in the location prior to or after the day on which the Employee is required to work by the Employer.

44. Uniform and Laundry Allowance

44.1 Where the Employer requires an Employee to wear any special clothing or uniform, the Employer must reimburse the Employee for the cost of purchasing such special clothing or uniform. The provisions of this subclause 44.1 do not apply where the special clothing or uniform is paid for by the Employer.

44.2 Notwithstanding subclause 44.1 above, the Employer may, by agreement with the Employee, pay a uniform allowance at the daily or weekly rate set out in **Appendix 3** (whichever is the lesser amount in total) when the Employee is expected to provide their own uniforms or coats. When such Employee's uniforms or coats are not laundered by or at the expense of the Employer, the Employee will be paid a laundry allowance at the daily or weekly rate set out in **Appendix 3** (whichever is the lesser amount in total).

45. Damaged Clothing Allowance

- 45.1** Where an Employee, in the course of their employment, suffers any damage to or soiling of clothing or other personal effects, (excluding female hosiery), the Employer will be liable for the replacement, repair or cleaning of such clothing or personal effects provided immediate notification is given of such damage or soiling.
- 45.2** This clause 45 will not apply in a case where the damage or soiling is occasioned by the negligence of the Employee.

46. Supervisor Allowance – Medical Technician and Renal Dialysis Technician Only

- 46.1** A Medical Technician appointed to be responsible for supervising the work of other Medical Technicians will be paid at the rate of 7.5% of the rate of a Medical Technician at the fourth year of experience.
- 46.2** A Renal Dialysis Technician appointed to be responsible for supervising the work of other Renal Dialysis Technicians and/or in charge of a section or annexe of the service will be paid at the rate of 7.5% of the rate of a Renal Dialysis Technician at the fourth year of experience.

PART F – HOURS OF WORK AND RELATED MATTERS

47. Hours of Work

- 47.1** The hours for an ordinary week's work will be:
- (a) 38;
 - (b) an average of 38 per week in a two or four week period; or
 - (c) by mutual agreement an average of 38 per week in a five week period in the case of an Employee working ten hour shifts.
- 47.2** The hours for an ordinary week's work will be worked either:
- (a) subject to clause 48 (Accrued Days Off), in 152 hours per four week period worked as nineteen shifts each of eight hours; or
 - (b) by mutual agreement:
 - (i) in four days in shifts of not more than ten hours each; or
 - (ii) otherwise, provided that the length of any ordinary shift will not exceed ten hours.
- 47.3** Subject to the roster provisions, 80 hours may be worked in any two consecutive weeks, but not more than 50 ordinary hours may be worked in any one such week.
- 47.4** For all purposes the hourly rate is deemed to be the weekly rate prescribed by clause 28 (Wages and Wage Increases) and set out in Appendix 2 divided by 38. See subclause 48.1 for how this operates where an averaging system is used.
- 47.5** A paid leave day will be identical to a worked day. Nothing in this subclause 47.5 prevents an Employee from cashing out annual leave in accordance with subclause 60.4 (Part-time Employees – cashing out of annual leave where contracted EFT fraction has reduced).
- 47.6** Employees will be rostered so as to provide for four (4) days free from ordinary duty per fortnight including not less than two (2) consecutive days, unless otherwise mutually agreed between the Employer and the Employee. Any ADO (where relevant) is in addition to the days free from ordinary duty referred to in this subclause 47.6.
- 47.7 Broken Shifts**
- An Employee will not work broken shifts (that is, their work is to be continuous excluding meal and other breaks), unless the Employee:
- (a) agrees to work broken shifts under a flexible working arrangement (clause 96 and section 65 of the Act);
 - (b) agrees to work broken shifts under an individual flexibility agreement (clause 12); or

- (c) has, prior to the Agreement commencing operation, agreed to work broken shifts in accordance with subclause 19.3, or subclause 47.2(b)(ii).

48. Accrued Days Off

48.1 Meaning of 'accrued day off'

An accrued day off (**ADO**) results from hours of work under subclause 47.1 whereby a full-time Employee:

- (a) is rostered to work more than 38 hours per week;
- (b) is paid 38 ordinary hours;
- (c) the difference between the hours worked and hours paid accrues towards a paid day off; and
- (d) an Employee's ordinary wage for ordinary hours is deemed to be the weekly rate prescribed in clause 28 (Wages and Wage Increases) and set out in Appendix 2, and will be paid each week even though more or less than 38 ordinary hours are worked in that week.

48.2 Accrual of ADOs

- (a) All full-time Employees are entitled to an ADO. The Employer will not refuse a new full-time Employee an ADO.
- (b) The Employer will inform a new full-time Employee of the relevant department's work arrangements and provisions regarding hours of work and taking of ADOs.
- (c) A full-time Employee will work an average of 38 hours per week over a four week period as 19 shifts of 8 hours over four weeks. The Employee will be paid for 38 hours for each week (that is 7 hours and 36 minutes per day), and will work:
 - (i) 5 shifts of 8 hours each (40 hours per week) during three of the four weeks; and
 - (ii) 4 shifts of 8 hours each (32 hours in total) in one of the four weeks.
- (d) For the avoidance of doubt an Employee's ADO arrangement may provide for an Employee to take an ADO before the ADO has accrued in full.
- (e) An Employer and a full-time Employee may agree in writing to a different ADO arrangement to that in subclause 48.2(c).

Example:

A full-time Employee works 19 shifts of 10 hours over five weeks. The Employee is paid 38 hours for each week, even though the Employee works 4 shifts of 10 hours each (40 hours per week) during 4 of the 5 weeks. In one of the five weeks, the Employee works 3 shifts of 10 hours each (30 hours only) but is paid for 38 hours.

- (f) A full-time Employee may request to work their ordinary hours in a manner that does not accrue ADOs and the Employer will not unreasonably refuse the request.

(g) Deductions where leave is taken

- (i)** Where a full-time Employee takes paid leave, the leave that will be deducted from the Employee's leave entitlement or accrual will be equal to the Employee's ordinary hours of work for the period of leave so that the Employee will accrue credit towards their ADO.

Example:

A full-time Employee's ordinary hours are worked as 19 shifts of 8 hours over four weeks. During a four week cycle the Employee takes annual leave for one week, with the Employee's ordinary hours of work for that week being 40. The Employee is paid for 38 hours for that week of annual leave (7 hours and 36 minutes per day for 5 days), however 40 hours of leave is deducted from the Employee's annual leave accrual for that week. The Employee will be entitled to a paid ADO of 7 hours and 36 minutes for the four week period that included the week of annual leave, with:

- 5 hours and 36 minutes of the ADO accrued from the 3 weeks the Employee worked; and
- 2 hours of the ADO accrued from the week of annual leave the Employee took (the 2 hour difference between the Employee's annual leave deduction and pay for that week.)

- (ii)** Where a full-time Employee takes unpaid leave they will accrue the appropriate credit without pay for the ADO.

Example:

A full-time Employee's ordinary hours are worked as 19 shifts of 8 hours over four weeks. During a four week cycle an Employee works 18 shifts of eight hours and is on unpaid leave for one shift. The Employee will be entitled to an ADO of 7 hours and 36 minutes for the four week period that included the shift where the Employee was on unpaid leave, with:

- 7 hours and 12 minutes of the ADO being paid, accrued from the 18 shifts the Employee worked; and
- 24 minutes of the ADO being unpaid, accrued from the 1 shift the Employee was on unpaid leave.

48.3 ADOs and interaction with other periods

- (a)** Unless otherwise agreed, ADOs are to be taken during the normal 4 week or other cycle agreed to under subclause 48.2(c) in which the ADO is accrued (including leave periods).

- (b)** ADOs on public holidays

See clause 58 (Public Holidays).

48.4 ADOs and termination of employment

Upon termination of employment, if the full-time Employee has:

- (a) taken an ADO (in part or whole) in advance of accruing the necessary hours, the amount payable to the Employee will be reduced by the total ADOs or portion taken in advance; and
- (b) untaken ADOs (in part or whole) at the time of termination, the Employee will be paid the untaken ADOs.

Examples:

1. A full-time Employee has accrued 6 hours towards an ADO at the time of termination. The Employer will, in addition to any other outstanding entitlements, make payment to the Employee for an amount equal to 6 hours pay.
2. A full-time Employee has taken a full ADO of 7.6 hours, but has only accrued 3 hours towards this ADO at the time of termination. The Employer will reduce the amount payable to the Employee upon termination by an amount equal to 4.6 hours pay.

49. Breaks

49.1 Meal Interval

- (a) A meal interval of at least 30 minutes but not more than 60 minutes will be allowed during each rostered period of duty (Monday to Friday inclusive) to Employees other than those working shift duty which will not be counted as time worked.
- (b) A meal interval of not more than 30 minutes per shift will be allowed whenever possible for Employees rostered for shift duty and will be counted as time worked whether or not the meal interval is taken.

49.2 Rest/Tea breaks

An Employee will be entitled to a paid ten minute tea break for each 4 hours of duty or part thereof at a time suitable to the Employer which will be counted as time worked.

Examples:

1. An Employee working a 6.5 hour shift is entitled to two ten minute tea breaks.
2. An Employee working a 4 hour shift will be entitled to one ten minute tea break.

50. Roster

A roster setting out hours of duty, on-call requirements, meal times, commencing times, finishing times, weekend duty, night duty and other such duty as in accordance with this Agreement will be posted in such place or places as to allow an Employee covered by this Agreement to have ready access to the roster while at work, which may include ready electronic access. The roster will be posted at least three days prior to becoming effective. It will only be altered on account of sickness or other pressing emergency.

51. Rates for Saturdays and Sundays

- 51.1** All rostered time of ordinary duty performed on Saturday and Sunday will be paid for at the rate of time and a half.
- 51.2** Where Saturday and Sunday duties are required to be carried out in excess of the week's work such duties are to be paid at the rate of double time.
- 51.3** Any recall to duty on a Saturday or Sunday will be paid in accordance with clause 52 (Overtime), clause 53 (Recall – Return to Workplace) and/or clause 54 (Recall – No Return to Workplace) as applicable.
- 51.4** Time off in lieu of overtime may be taken in accordance with subclause 52.8 this Agreement.

52. Overtime

52.1 General

The Employer may require an Employee to work reasonable overtime.

52.2 Employee may refuse to work unreasonable hours

An Employee may refuse to work overtime where it would result in the Employee working unreasonable hours having regard to:

- (a)** any risk to Employee health and safety from working the additional hours;
- (b)** the Employee's personal circumstances, including family responsibilities;
- (c)** the needs of the workplace or enterprise in which the Employee is employed;
- (d)** whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
- (e)** any notice given by the Employer of any request or requirement to work the additional hours;
- (f)** any notice given by the Employee of their intention to refuse to work the additional hours;
- (g)** the usual patterns of work in the industry, or the part of an industry, in which the Employee works;
- (h)** the nature of the Employee's role, and the Employee's level of responsibility;
- (i)** how frequently an Employee is required to perform overtime; and
- (j)** any other relevant matter.

52.3 Overtime - meaning

Overtime, other than for casual Employees (see subclause 52.6), means work that is performed:

- (a)** in excess of ordinary hours of work on any one shift;

- (b) in excess of the full-time ordinary hours described at clause 47 (Hours of Work), save for the exception at clause 56 relating to time worked during the daylight savings change over period; and/or
- (c) where a part-time Employee is directed to work additional hours but excluding an offer of additional ordinary hours as described at subclause 19.4 (Additional Hours).

52.4 Meaning of ‘Authorised’

Overtime is authorised where:

- (a) the Employee is required by the Employer to perform overtime;
- (b) it is approved, usually in advance, either verbally or in writing by the Employer;
- (c) the Employer requires the Employee to complete work that cannot reasonably be completed in ordinary time; or
- (d) the Employee has performed the overtime due to a demonstrable clinical need that could not have been met by some other means and authorisation could not reasonably have been obtained in advance.

52.5 Payment of Authorised Overtime and Recall to Duty

Authorised overtime and recall to duty for Employees, other than for casual Employees (see subclause 52.6), are to be paid at the rate of time and a half (150%) for the first two hours and double time (200%) thereafter, save that authorised overtime and recall to duty:

- (a) outside the spread of twelve hours from the commencement of the last period of ordinary duty will be paid at the rate of double time (200%);
- (b) on a Saturday or Sunday will be paid at the rate of double time (200%);
- (c) on a public holiday will be paid at the rate of double time and a half (250%);
- (d) outside the spread of ten hours from the commencement of work by an Employee rostered to work broken shifts will be paid at the rate of time and a half (150%);
- (e) outside the spread of twelve hours from the commencement of work by an Employee rostered to work broken shifts will be paid at the rate of double time (200%).

Only one penalty rate in this subclause 52.5 applies to a period of overtime or recall an Employee performs, that being the highest penalty rate that is applicable to that overtime or recall.

52.6 Casual Overtime

- (a) Overtime for casual Employees means work that is performed:
 - (i) in excess of 10 hours on any one shift;
 - (ii) in excess of 38 hours per week; and/or
 - (iii) where a break of at least eight hours has not been provided between successive ordinary shifts, until a break of eight hours is provided.

- (b) Authorised overtime for casual Employees is to be paid at the rate of time and three-quarters (175%) for the first two hours and double time and a quarter (225%) thereafter, save that authorised overtime:
- (i) outside the spread of twelve hours from the commencement of the last period of ordinary duty will be paid at the rate of double time and a quarter (225%);
 - (ii) on a Saturday or Sunday will be paid at the rate of double time and a quarter (225%);
 - (iii) on a public holiday will be paid at the rate of double time and three quarter (275%);
 - (iv) outside the spread of ten hours from the commencement of work by an Employee rostered to work broken shifts will be paid at the rate of time and three-quarters (175%);
 - (v) outside the spread of twelve hours from the commencement of work by an Employee rostered to work broken shifts will be paid at the rate of double time and a quarter (225%).

Only one penalty rate in this subclause 52.6(b) applies to a period of overtime a casual Employee performs, that being the highest penalty rate that is applicable to that overtime.

52.7 Minimum payment in certain circumstances

Note: Minimum payment for recall is dealt with in clause 53.

Where an Employee performs overtime, including rostered overtime, on a day that they do not otherwise perform work, such an Employee will be paid by the Employer a minimum of three hours' pay at the applicable overtime rates.

52.8 Time in Lieu

- (a) An Employee may, with the consent of the Employer, elect to take time off in lieu of payment for overtime worked (including where recalled to duty) for a period equivalent to the overtime worked, plus a period equivalent to the overtime penalty incurred or a combination of time off and payment to the same value.

Examples:

1. An Employee performs three hours of overtime outside the spread of twelve hours from the commencement of their last period of ordinary duty on a Monday. Under the Agreement these three hours would be paid at double time for a total payment of six ordinary hours. With the consent of the Employer, the Employee elects to take six hours of time off in lieu.
2. An Employee performs two hours of overtime in excess of their ordinary hours of work on a Wednesday. Under the Agreement these two hours would be paid at time and a half for a total payment of three ordinary hours. The Employee may, with the consent of the Employer, elect to take two hours of time off in lieu and receive payment for one hour.

- (b) Time off in lieu of overtime will be taken at a time mutually agreed between the Employer and the Employee, provided that the accrual of such time off will not extend beyond a 28 day period, unless otherwise agreed.
- (c) Where the time off in lieu of overtime is not taken within 28 days, the overtime worked will be paid in the next pay period, unless agreement has been reached under subclause 52.8(b).
- (d) The Employer will record time off in lieu arrangements.
- (e) If, on the termination of the Employee's employment, time off for overtime worked by the Employee to which subclause 52.8 applies has not been taken, the Employer must pay the Employee for the overtime at the overtime rate applicable to the overtime when worked

52.9 Transport

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

52.10 Trainee Supervision

Notwithstanding anything contained in clause 87 (Trainee Supervision), but subject to section 62 of the Act, any trainee may, due to medical emergency, be required to work reasonable overtime or shift duty at the discretion of the Employer. Such overtime or shift duty will be subject to the rates and/or allowances provided elsewhere in the Agreement.

53. Recall – Return to Workplace

- 53.1** The relevant rate for recall is at subclause 52.5 (Payment of Authorised Overtime) above.
- 53.2** An Employee who is recalled to duty, (whether on-call or not) where the work is not continuous with the Employee's next succeeding rostered period of ordinary duty will be paid:
 - (a) from the time of receiving the recall until the time of returning to the place from which the Employee was recalled; and
 - (b) a minimum of three hours' pay at the applicable overtime rates for each recall.

54. Recall – No Return to Workplace

54.1 Non CATT areas

- (a) Where recall to duty can be managed without the Employee returning to the workplace (for example by telephone), clause 53 will not apply and such Employee will be paid a minimum of one hour of overtime for such recall work.
- (b) For subsequent recalls beyond the first hour, the Employee will be paid a minimum of one hour of overtime, but multiple recalls within a discrete hour will not attract additional overtime.

54.2 Telephone recall CATT only

- (a) Employees engaged in on-call/recall for the provision of a crisis response (CATT type function) will be paid an allowance which is set out at **Appendix 3**, 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 will be made at the normal overtime rate paid at the Employee's substantive classification and increment level.
- (d) Telephone attendance is to be regarded as recall to duty.
- (e) Only one Employee per team each night will be rostered on-call and in receipt of the allowance. No other team member (other than a psychiatrist) will be required or requested to provide out of hours service for that particular night.
- (f) Employees are to receive an uninterrupted break of at least eight hours between the end of the recall and the next shift. If the eight hour break is not observed double time will be paid until such break is observed.
- (g) The maximum period of on-call for CATT is to be twelve hours, with existing arrangements below the 12 hours not to be disturbed.
- (h) The Parties acknowledge the unique nature of the on-call requirements for crisis response (CATT type functions) and that it is not comparable to any other health care arrangement or setting.

55. Rest Period After Overtime/Recall – Ten Hour Break

55.1 When overtime, including recall, is necessary the Employee will have at least ten consecutive hours off duty between all bodies of work, subject to subclauses 55.3 and 55.4 below.

55.2 Release from duty

An Employee who works so much overtime or recall between the end of the Employee's previous ordinary hours and the start of the next period of ordinary hours, that the Employee would not have at least ten consecutive hours off duty between the end of the overtime or recall and the start of the next rostered period of ordinary hours will, subject to this clause 55, be released after completion of such overtime or recall worked until the Employee has had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

55.3 Work without release from duty

- (a) If, on the instructions of the Employer, an Employee resumes or continues work without ten successive hours off duty the Employee will be paid at the rate of double time until the Employee is released from duty for such rest period and the Employee will then be entitled to be absent until the Employee has had ten consecutive hours off duty without loss of pay for rostered hours occurring during such absence.

- (b) If an Employee resumes work of the Employee's own volition, overtime will be calculated in accordance with clause 52 (Overtime). An Employee who resumes work voluntarily will be entitled without loss of pay to attend to ablution and sustenance matters. The Employee will not resume work of their own volition where doing so will cause a significant occupational health and safety risk.

55.4 Exception – recall work continuous with next rostered shift

- (a) Subclauses 55.1 to 55.3 do not apply where:
 - (i) despite the recall, the Employee has had at least 10 consecutive hours off duty between their rostered periods of ordinary duty;
 - (ii) the period of recall is continuous with the next period of ordinary hours; and
 - (iii) the Employee does not work more than 2 hours recall.
- (b) Where subclause 55.4(a) applies, even though the recall is continuous with the next period of ordinary hours, an Employee will be entitled to a minimum 3 hour payment for the recall at the applicable overtime rates, and payment for the full period of ordinary hours. The Employee will also be entitled without loss of pay to attend to ablution and sustenance matters.

56. Daylight Savings

See also clauses 52 (Overtime) and 48 (Accrued Days Off).

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

Examples:

1. An Employee is rostered to work an eight hour night shift from 11pm through to 7am (including a paid 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 7 hours. The Employee is paid 7 hours at the applicable ordinary time rate of pay (including any shift allowances, allowances ordinarily payable in respect of this shift and special rates for Saturdays and Sundays).

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

The Employee therefore works 11 hours. The Employee is paid 11 hours at the applicable ordinary time rate of pay (including any shift allowances, allowances ordinarily payable in respect of this shift and special rates for Saturdays and Sundays). No overtime is paid for the additional hour worked.

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

57. Make-up Time

- 57.1** Notwithstanding provisions elsewhere in this Agreement an Employee may elect, with the consent of the Employer, to work make-up time under which the Employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this Agreement.
- 57.2** An Employee on shift work may elect, with the consent of the Employer, to work make-up time under which the Employee takes time off ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.

PART G –PUBLIC HOLIDAYS, LEAVE AND RELATED MATTERS

58. Public Holidays

58.1 For the purposes of this clause 58 **Weekend Worker** means any Employee who in any one year of employment works a portion of their ordinary hours on a weekend.

58.2 Entitlement

(a) An Employee will be entitled to holidays on the following days:

- (i) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
- (ii) the following days, as prescribed in the relevant States, Territories and localities: Australia Day, Anzac Day, Queen's Birthday, Eight Hour Day or Labour Day; and
- (iii) Melbourne Cup Day or in lieu of Melbourne Cup Day, some other day as determined in a particular locality.

58.3 Holidays in lieu

- (a) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 27 December.
- (b) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 28 December.
- (c) When New Year's Day or Australia Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on the next Monday.

58.4 Additional days

Where public holidays are declared or prescribed on days other than those set out in subclause 58.2 and subclause 58.3 above in Victoria or a locality thereof, those days will, as applicable, constitute additional holidays for the purpose of this Agreement.

58.5 Substitution of public holidays by agreement

- (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 58.5 (a) or (b) is reached, it will be recorded in writing and a copy given to the Employee.

- 58.6** If an Employee works on any of such holidays or such holiday occurs on their rostered day off they will be paid at the ordinary time rate of pay for the time so worked, in addition to which they will be entitled to receive:
- (a)** within four weeks following the date on which such holiday occurred;
 - (i)** one and a half extra day's pay;
 - (ii)** one and a half days off in lieu thereof of which at least seven days' notice will be given;
 - (iii)** one and a half days will be added to their annual leave;
 - (b)** in the case of an Employee not qualifying for annual leave and where none of the provisions of subclause 58.6(a) above have been applied the one and a half days' pay will be added to the payment in lieu of annual leave; and
 - (c)** one and a half times the ordinary time rate of pay for any work done in excess of eight hours.
- 58.7** In respect of Easter Saturday, an Employee who ordinarily works Monday to Friday only and who does not work on Easter Saturday, will be entitled to one day's pay in respect of Easter Saturday or where there is mutual consent, within four weeks following the date on which such holiday occurred the Employee may take one day off in lieu or have one day added to their annual leave.
- 58.8** Notwithstanding the earlier provisions of this clause 58 a Weekend Worker who works on any of the holidays set out in subclause 58.2, will be entitled (in lieu of any entitlement under subclause 58.3) to one and a half extra days' pay on the first pay day following the end of the pay period during which the holiday falls.
- 58.9** If, at the end of the yearly period in respect of which their annual leave accrues such Weekend Worker does not become entitled to additional leave under subclause 59.2(a)(i) they will, at the option of the Employer, be entitled to one and a half extra days' pay or one and a half extra days' annual leave for each such holiday on which they were rostered off.
- 58.10** Where an Employee's accrued day off falls on any such public holiday, a substitute day will be determined by the Employer to be taken in lieu thereof, such day to be within the same four week cycle where practical.
- 58.11** Notwithstanding the provisions of subclause 58.3, with the exception of Easter Saturday, an Employee who is ordinarily not required to work on a Sunday or Saturday will not be entitled to any benefit for any public holidays which may fall on or are observed on a Saturday or a Sunday unless they are required to work on any such public holiday.

59. Annual Leave

59.1 Period of leave

- (a) An Employee will be entitled to 152 hours leave on ordinary pay per year of continuous service with the Employer.
- (b) Annual leave accrues progressively during a year of continuous service according to the Employee's ordinary hours of work, and accumulates from year to year.
- (c) A part-time Employee accrues annual leave on a pro rata basis.

59.2 Additional leave

(a) Weekend worker

- (i) An Employee who is a Weekend Worker (as defined in subclause 58.1) who works for more than four ordinary hours on 10 or more weekends per year of continuous service is entitled to an additional 38 hours' annual leave (pro rata for part-time Employees) on the same terms and conditions.
- (ii) The provisions of this subclause 59.2(a) have the same effect and give an Employee an entitlement to annual leave that is the same as the Employee's entitlement under the National Employment Standards relating to shiftworkers under section 87(1)(b)(ii) of the Act.
- (iii) An Employee's entitlement to annual leave under this subclause 59.2(a) operates in parallel with the Employee's NES entitlement, but not so as to give the Employee a double benefit.
- (iv) A Weekend Worker whose employment is terminated at the end of a period of employment which is less than one year from the date of commencement of the employment, or the date upon which the Employee last became entitled to annual leave, will be paid an amount equal to 1/48th of their ordinary pay in respect of that period of employment.
- (v) The entitlement in subclause 59.2(a) is additional to the On-Call and Rostered Overtime entitlement provided by subclause 59.2(b), but both entitlements cannot be claimed for the same bodies of work.

(b) On Call and Rostered Overtime

- (i) An Employee who is rostered on-call or who performs rostered overtime for more than four (4) hours on 10 or more weekends per annum will be entitled to an additional 38 hours annual leave (pro rata for part-time Employees). This entitlement is in addition to the Weekend Worker entitlement provided by subclause 59.2(a), but both entitlements cannot be claimed for the same bodies of work.
- (ii) Leave loading does not apply to leave accrued under subclause 59.2(b) above.

59.3 Time of taking leave

- (a)** Annual leave will be taken for a period agreed between the Employee and the Employer. An Employee may access accrued annual leave prior to the completion of a year of service.
- (b)** The Employer will not unreasonably refuse to agree to a request by the Employee to take paid annual leave, including a request to take single day or part day periods of annual leave.
- (c)** The Employer will not revoke an authorisation already given for an Employee to take annual leave.
- (d)** Where an Employee applies for annual leave the Employer will respond to such an application as soon as possible, but no later than four weeks after the application has been made.
- (e)** Where it is likely the leave request will be rejected, the Employer and Employee will consult on alternative leave days within the 4 week period in subclause 59.3(d).

59.4 Leave in advance

- (a)** The Employer may allow an Employee to take annual leave in advance of accrual.
- (b)** Where an Employee remains in annual leave debt upon termination, such amount (including any leave loading paid) may be deducted from any amounts otherwise payable to the Employee upon termination of the employment.

59.5 Payment on termination

If, when the employment of an Employee ends, the Employee has a period of untaken accrued annual leave, the Employer must pay to the Employee the amount that would have been payable to the Employee had the Employee taken that period of annual leave, including any annual leave loading.

59.6 Payment for Leave

- (a)** Employees will receive their ordinary pay and any amount required by subclause 59.6(b) (Annual leave loading or penalties) for the Employee's ordinary hours of work in the period of annual leave.

- (b) Annual Leave loading or penalties**

In addition to ordinary pay an Employee will receive the higher of:

- (i)** leave loading of 17.5% calculated on the relevant wage rate prescribed in Appendix 2, subject to the cap at subclause 59.6(c); or
- (ii)** the payments listed below which the Employee would have received had the Employee not been on leave:
 - A. shift allowances (clause 38); and
 - B. rates for Saturday and/or Sunday (clause 51).

(c) Calculating leave loading or penalties

- (i)** Leave loading under subclause 59.6(b)(i) is payable on:
 - A. the annual leave accrued and accumulated under subclause 59.1; and
 - B. the Employee's weekly ordinary pay during periods of annual leave, subject to the cap (as defined in subclause 59.6(c)(ii)).
- (ii)** The cap under subclause 59.6(c)(i)B above is the weekly rate prescribed by this Agreement for AHP1 Grade 3, Year 1.
- (iii)** To determine which payments the Employee would have received had the Employee not been on leave for the purpose of subclause 59.6(b)(ii), this will be done either by using:
 - A. the projected roster, being the roster the Employee would have worked had they not been on leave; or
 - B. where there is no projected roster, the rosters for the three months immediately preceding the leave excluding any period during which the Employee was not on the roster (for example, because of attendance at approved professional development or another form of paid leave).

59.7 Excess Annual leave

Notwithstanding subclause 59.3 above, the Employer may, upon the provision of 10 weeks' notice, direct the Employee to take up to one quarter of the Employee's accrued annual leave entitlement, provided that the Employee has in excess of 304 hours' annual leave accrued (pro rata for part-time Employees).

59.8 Employee not taken to be on paid annual leave at certain times

(a) Public Holidays

See also clause 58 (public holidays)

If an Employee takes paid annual leave during a period that includes a public holiday, the Employee is taken not to be on paid annual leave on that day and annual leave will not be deducted from an Employee's accrual for that day.

(b) Other Periods of Leave

See also clause 62 (Personal/Carers Leave) and 67 (Compassionate Leave)

- (i)** An Employee may take other types of leave, such as personal leave or compassionate leave whilst on annual leave. An Employee is taken not to be on paid annual leave whilst on other leave and the Employee's paid annual leave accrual will be amended to reflect this. That is, annual leave will not be deducted from an Employee's annual leave accrual for the time the Employee is on the other leave. These provisions do not apply to unpaid parental leave.

- (ii) An Employee taking personal leave whilst on annual leave will provide the Employer with evidence in accordance with clause 62 (Personal/Carers Leave).
- (iii) An Employee taking compassionate leave whilst on annual leave will provide the Employer with evidence in accordance with clause 67 (Compassionate Leave).
- (iv) Where an Employee takes other leave during annual leave, any annual leave loading received for a period that is no longer annual leave is taken to have been paid in advance as required in subclause 59.6 (Payment for Leave). Where the Employee's employment with the Employer ends prior to the Employee taking the annual leave for the period for which the Employee has been paid an amount as annual leave loading in advance, that amount is not payable under subclause 59.5 (Payment on termination).

60. Cashing Out of Annual Leave

60.1 An Employee may, with the consent of the Employer, choose to cash out paid annual leave in accordance with this clause 60.

60.2 Written request and written agreement

An Employee wishing to cash out annual leave must make a written request to the Employer. Where the Employer agrees to that request, the Employee and the Employer will record the agreement in writing.

60.3 Terms of agreement must comply with terms

- (a) A written agreement must comply with the following terms:
 - (i) paid annual leave must not be cashed out if the cashing out would result in the Employee having less than four weeks of accrued annual leave;
 - (ii) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Employer and the Employee;
 - (iii) the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone, including annual leave loading and superannuation to the Employee's nominated fund; and
 - (iv) an Employee cannot cash out more than four weeks paid annual leave in any 12-month period.
- (b) An Employee's accrued annual leave entitlement will be reduced by the amount of annual leave paid out.

60.4 Part-time Employees – cashing out of annual leave where contracted EFT fraction has reduced

A part-time Employee who has reduced their EFT fraction, may request to cash out accrued annual leave in conjunction with taking a period of annual leave so that the total payment for the period is equivalent to the previous EFT fraction. The request and any agreement must comply with the requirements of subclause 60.3 above save that:

- (a) paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than four weeks calculated using the new EFT fraction; and
- (b) the limit on cashing out no more than four weeks annual leave will not apply.

Example:

A part-time Employee recently reduced their contracted EFT from 32 hours per week to 16 hours per week. The Employee wishes to take two weeks annual leave. The Employee's payment for annual leave taken would be 32 hours' pay (16 hours per week multiplied by 2), plus annual leave loading.

The Employee has 160 hours of accrued annual leave (ie 5 weeks leave at their previous EFT, or 10 weeks' leave at their new EFT), before taking or cashing out any annual leave.

Subject to the Employee complying with this clause 60, the Employee may elect to cash out an additional 32 hours annual leave (plus annual leave loading), at the same time as taking annual leave, so that the total paid to the Employee during the period of leave is:

- 32 hours' pay (16 hours per week multiplied by 2), plus annual leave loading, for annual leave taken; plus
- 32 hours' pay, plus annual leave loading, for annual leave cashed out.

At the end of the annual leave period, the Employee retains 6 weeks' annual leave, at the Employee's part time hours. That is, the Employee will have:

160 hours accrued prior to the leave period, minus 32 hours taken, minus 32 hours cashed out = 96 hours (16 hours multiplied by 6 weeks) accrued annual leave at the end of the leave period.

61. Purchased Leave

This clause 61 does not apply to casual Employees.

- 61.1** An Employee may apply to purchase up to 20 working days (pro-rated for part-time Employees) additional paid leave in a twelve-month period at ordinary pay. The Employer will not unreasonably withhold approval of an application to purchase leave by an Employee. The additional paid leave is purchased through salary deductions made over the whole year. The amount deducted will correspond with the amount of leave purchased.

Examples:

1. An Employee who purchases an additional four (4) weeks leave will be paid 48/52 or 92.31% of their ordinary pay throughout the relevant 12 month period.
2. An Employee who purchases an additional two (2) weeks leave will be paid 50/52 or 96.15% of their ordinary pay throughout the relevant 12 month period.

- 61.2** Purchased Leave may be taken in conjunction with other types of leave.
- 61.3** Purchased Leave must be used in the twelve-month period in which it is purchased.
- 61.4** Once approval has been granted, the Employee may only vary or cancel the arrangement in extraordinary circumstances.
- 61.5** Where the:
- (a) arrangement has been varied or cancelled because of extraordinary circumstances;
 - (b) Employee's employment terminates; or
 - (c) purchased leave has not been taken in the relevant 12 month period;
- the Employer will refund the amount of salary deducted in respect of any unused purchased leave as a lump sum. In the case of variation or cancellation, payment will be made no later than two pay periods following notification of the variation or cancellation.
- 61.6** Where the Employee's employment terminates and the amount of purchased leave taken exceeds the amount deducted, the Employer may deduct a sum equal to the negative balance from any remuneration payable to the Employee upon termination of employment.
- 61.7** Purchased leave:
- (a) counts as service for all purposes; and
 - (b) is not annual leave.

62. Personal/Carer's Leave

This clause 62 does not apply to casual Employees. The entitlements of casual Employees are set out in clause 63 (Casual Employment – Caring Responsibilities).

62.1 Amount of Paid Personal Leave

- (a) An Employee is entitled to the following amount of paid personal leave:
 - (i) 91 hours and 12 minutes (12 days) in the first year of service;
 - (ii) 106 hours and 24 minutes (14 days) in each year in the second, third and fourth years of service; and
 - (iii) 159 hours 36 minutes (21 days) in each year in the fifth and following years of service.

A 'day' equals 7 hours and 36 minutes in this clause 62.

- (b) Paid personal leave accrues progressively during a year of service according to the Employee's ordinary hours of work (excluding overtime) and accumulates from year to year.
- (c) A part-time Employee accrues personal leave on a pro-rata basis.
- (d) The Employer may, at its discretion, credit personal leave in advance of accrual to an Employee.

(e) **Service**

In subclause 62.1(a), **service** includes service with an employer referred to in subclauses 62.7(b)(i) or (ii), including an Employer covered by this Agreement and a registered community health centre, subject to the Employee meeting the evidence requirements of subclause 62.7(c).

62.2 Payment for leave

- (a) Payment will be made based on the Employee's ordinary pay for the ordinary hours the Employee would have worked on the day or days on which the leave was taken.
- (b) An Employee utilising personal leave may take leave for part of a single day. Leave will be deducted from the Employee's accrued personal leave including, where relevant, for a part day.

62.3 Access to paid personal leave

Subject to the conditions set out in this clause 62, an Employee may take paid personal leave if the leave is taken:

- (a) due to personal illness or injury (sick leave); or
- (b) to care for or support a member of the Employee's immediate family or household because of:
 - (i) a personal illness or injury affecting them; or
 - (ii) an unexpected emergency affecting them (carer's leave).

62.4 Sick leave

(a) **General**

An Employee may take personal leave for the reasons described at subclause 62.3(a) above and 62.4(b) below.

(b) **Personal Leave to Attend Appointments**

An Employee may use up to one week (38 hours) of personal leave (pro rata for part-time Employees), in aggregate, in any year of service for reasons other than those described at subclause 62.3 on account of a disability or where the Employee is required in the circumstances to attend a Registered Health Practitioner.

Example:

An Employee may use their personal leave to attend a Registered Health Practitioner on ten occasions of half a day each in any year of service provided that the total period will not exceed one week (38 hours).

(c) Evidence requirements

An Employee taking sick leave will give the Employer evidence that would satisfy a reasonable person the Employee is absent due to personal illness or injury or, in the case of leave taken to attend an appointment (see subclause 62.4(b)) evidence of attendance. Evidence that would satisfy a reasonable person that the Employee is absent due to personal illness or injury includes:

- (i) a medical certificate from a Registered Health Practitioner; or
- (ii) a Commonwealth or Victorian Statutory Declaration signed by the Employee.

The certificate or statutory declaration will be given to the Employer within 48 hours of the start of the absence or as soon as is reasonably practicable.

(d) Exception to evidence requirement – single day absences

An Employee may be absent for a single day without evidence of personal illness or injury as required at subclause 62.4(c) above, on not more than three occasions per year of service.

(e) Exception – Additional shifts

Where an Employee is absent due to illness or injury for an additional ordinary time shift, the Employee will provide a medical certificate. For the purpose of this subclause 62.4(e), an 'additional shift' is an ordinary time shift in addition to a part-time Employee's ordinary shifts in accordance with subclause 19.4 (Additional hours).

(f) Notice requirements

An Employee should inform the Employer of their absence at least 2 hours prior to the commencement of duty on the first day of absence, or otherwise as soon as is reasonably practicable, and of the estimated duration of the absence. Employees rostered for duty prior to 10.00am on the first day of absence will not be required to give notice before 8am.

(g) Failure to provide notice of absence

Personal leave will not be withheld by an Employer until all reasonable steps have been taken to investigate the Employee's lack of advice as required by subclause 62.4(f) regarding the absence from duty. Such an investigation must provide the Employee with an opportunity to give reasons as to why notification was not given.

62.5 Carer's leave

(a) Evidence requirements

The Employee must, if required by the Employer, establish by production of a Commonwealth or Victorian statutory declaration, a medical certificate from a Registered Health Practitioner or other evidence that would satisfy a reasonable person that a member of the Employee's immediate family or household has either:

- (i)** an illness or injury; or
- (ii)** an unexpected emergency;

that requires their care or support. In the case of an unexpected emergency, the Employee will identify the nature of the emergency. An 'unexpected emergency' includes providing care or support to a member experiencing family violence as described at subclause 66.5(b).

(b) Notice requirements

- (i)** The Employee must, where practicable, give the Employer notice of the intention to take leave prior to the absence that includes:
 - A. the relationship to the Employee of the person requiring care or support;
 - B. the reasons for taking such leave; and
 - C. the estimated length of absence.
- (ii)** If it is not reasonably practicable for the Employee to give prior notice of absence, the Employee must notify the Employer of the absence as soon as practicable.

(c) Unpaid leave where accruals exhausted

An Employee who has exhausted paid personal leave entitlements is entitled to take unpaid carer's leave. The Employer and the Employee will agree on the period. In the absence of agreement, the Employee is entitled to take up to two days per occasion, provided the evidence requirements are met.

(d) Failure to provide notice of absence

Personal leave will not be withheld by an Employer until all reasonable steps have been taken to investigate the Employee's lack of advice as required by subclause 62.5(b) regarding the absence from duty. Such an investigation must provide the Employee with an opportunity to give reasons as to why notification was not given.

62.6 Personal leave on a public holiday

See also clause 58 (Public Holidays)

If the period during which an Employee takes paid personal leave includes a day or part-day that is a public holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on paid personal leave on that public holiday.

62.7 Portability of Personal Leave

- (a) For the purposes of this subclause 62.7 **allowable absence** means 13 weeks in addition to the total period of paid annual, long service and/or personal leave which the Employee actually receives on termination or for which they are paid in lieu.
- (b) Where an Employee is or has been in the service of:
 - (i) any hospital, benevolent home, community health centre, Society or Association registered under the *Health Services Act 1988* (Vic) (or the former *Hospitals and Charities Act 1958* (Vic)) or any successor legislation; or
 - (ii) the Cancer Institute (constituted under the *Cancer Act 1958* (Vic));and commences employment with an (or another) Employer, the Employer will credit the Employee's accumulated personal leave from the previous employer to the Employee in their new employment provided that the Employee complies with the requirements of subclause 62.7(c).
- (c) The Employee will, within two weeks of commencing with the new Employer, provide the new Employer with:
 - (i) A written statement from the previous employer specifying the personal leave credits at termination, such as a certificate of service;
 - (ii) A statutory declaration specifying what personal leave credits the Employee had at termination from their previous period of employment; or
 - (iii) Produce a written statement acceptable to the Employer as to what personal leave credits the Employee had at termination from their previous period of employment.

62.8 Infectious disease

- (a) An Employee who contracts an infectious disease in the course of their employment with the Employer and who is entitled to receive workers compensation will have any difference between workers compensation and the Employee's ordinary salary made up by the Employer for up to three months.
- (b) An Employee who contracts an infectious disease in the course of their employment with the Employer, who is not is not entitled to receive workers compensation and is certified by a Medical Practitioner approved by the Employer as having an infectious disease, will be paid their full pay during the necessary period off duty for up to three months.

- (c) Pay granted under this subclause 62.8 will not be deducted from the Employee's personal leave accrual.

63. Casual Employment – Caring Responsibilities

- 63.1 Subject to the evidence and notice requirements that apply to carer's leave under clause 62, a casual Employee is entitled to be unavailable to attend work, or to leave work, if they need to provide care or support to a member of the Employee's immediate family or household because of:
 - (a) a personal illness, or personal injury, affecting them;
 - (b) an unexpected emergency affecting them; or
 - (c) the birth of a child.
- 63.2 The Employer and the Employee will agree on the period for which the Employee will be entitled to be unavailable to attend work. In the absence of agreement, the Employee is entitled to be unavailable to attend work for up to two days per occasion, which may be taken as a single continuous period of up to two days or any separate periods to which the Employer and Employee agree.
- 63.3 A casual Employee is not entitled to any payment for the period of non-attendance.
- 63.4 An Employer must not fail to re-engage a casual Employee because the Employee accessed the entitlements provided for in this clause 63. The rights of the Employer to engage or not to engage a casual Employee are otherwise not affected.

64. Fitness for Work

- 64.1 The Employer is responsible for providing a workplace that is safe and without risk to health for Employees, so far as is reasonably practicable. This responsibility includes compliance with Occupational Health and Safety legislation.
- 64.2 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, so far as is reasonably practicable. This responsibility includes compliance with lawful and reasonable measures put in place by the Employer related to Occupational Health and Safety requirements.
- 64.3 In the event the Employee's manager forms a Reasonable Belief as defined at subclause 64.4 below that an Employee is 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.
- 64.4 In this clause 64 **Reasonable Belief** means a belief a reasonable person would hold based on sufficient evidence that supports a conclusion on the balance of probabilities.

- 64.5** In this clause 64 **Treating Medical Practitioner** may, where relevant, include a psychologist.
- 64.6** The Employer will:
- (a)** take all reasonable steps to give the Employee an opportunity to address any concerns;
 - (b)** inform the Employee of their right to have a representative, including a Union representative, at any time when meeting with the Employer;
 - (c)** 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
 - (d)** take these responses into account in considering whether reasonable adjustments can be made in order that the Employee can safely undertake and sustain work.
- 64.7** 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 that the Employee consent to the Employer obtaining a report from the Employee's Treating Medical Practitioner regarding the Employee's fitness for work. Where the Employee consents, the Employee will advise the Employer of the Employee's Treating Medical Practitioner, and the Employer will provide to the Employee, in writing, the concerns that form the basis of the Reasonable Belief and a copy of all correspondence to the Employee's Treating Medical Practitioner requesting a report.
- 64.8** The Employee will provide a copy of the relevant report to the Employer.
- 64.9** The Employer and Employee will meet to discuss the relevant report.
- 64.10** Where the Employee's Treating Medical Practitioner indicates in the report that the Employee is fit for work this will be accepted by the Employer, except where the Employer continues to have a Reasonable Belief that the Employee is unfit for duty. In this circumstance, or where the Employee does not provide a report from their Treating Medical Practitioner, the Employer may require the Employee to attend an independent medical practitioner who is not employed by the Employer.
- 64.11** Where the Employee attends a medical practitioner under either subclause 64.7 or 64.10 above, the Employer will only seek information regarding the Employee's capacity for work and will not request confidential medical information.
- 64.12** Where the Employee attends a medical practitioner under either subclause 64.7 or 64.10 above, the Employer will:
- (a)** provide to the Employee a copy of any correspondence to the medical practitioner and any resulting report;
 - (b)** pay for the cost of the appointment and report;
 - (c)** provide the Employee with a copy of any medical report it receives on the Employee's capacity or fitness for work;
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- (d) provide the Employee with paid leave to attend the medical practitioner without deduction from paid leave accruals or entitlements; and
 - (e) reimburse the Employee for any other reasonable costs incurred by the Employee in attending the medical practitioner, including the travel allowance in clause 41 (Travelling Allowance).
- 64.13** Nothing in this clause 64 prevents an Employer from taking any reasonable step to ensure a safe work environment in accordance with applicable legislation and this Agreement.
- 64.14** The Employer will respect an Employee's privacy and ensure that any personal information provided by the Employee or a medical practitioner under this clause 64 is kept confidential.

65. Reasonable Adjustments

- 65.1** Where an Employee has 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 65.2 below.
- 65.2** 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 Reasonable Adjustments are made.
- 65.3 Definitions**
- (a) **Disability** has the same meaning as section 4 of the *Equal Opportunity Act 2010* (Vic) and includes:
 - (i) total or partial loss of a bodily function;
 - (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 *Equal Opportunity Act 2010* (Vic) 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; and
- (viii) the consequences for the Employee in not making the adjustment.

66. Family Violence Leave

NOTE: Family member is defined in section 8 of the Family Violence Protection Act 2008 (Vic) and is broader than the definition of immediate family in clause 4 (Definitions)

66.1 General Principle

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

66.2 Definition of Family Violence

For the purposes of this clause 66, family violence is as defined by the *Family Violence Protection Act 2008 (Vic)* which defines family violence at section 5, in part, as follows:

- (a) behaviour by a person towards a family member of that person if that behaviour:
 - (i) is physically or sexually abusive; or
 - (ii) is emotionally or psychologically abusive; or
 - (iii) is economically abusive; or
 - (iv) is threatening; or
 - (v) is coercive; or
 - (vi) in any other way controls or dominates the family member and causes that family member to feel fear for the safety or wellbeing of that family member or another person; or
- (b) behaviour by a person that causes a child to hear or witness, or otherwise be exposed to the effects of, behaviour referred to in subclause 66.2(a) above.

66.3 Eligibility

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

66.4 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 child 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 subclauses 66.5 and 66.6.
- (g)** The Employer will develop guidelines to supplement this clause 66 and which details the appropriate action to be taken in the event that an Employee reports family violence.

66.5 Leave

- (a)** An Employee experiencing family violence will have access to 20 days per year of paid special leave (pro rata for part-time Employees) for counselling appointments, medical appointments, legal proceedings or appointments with a legal practitioner and other activities related to, and as a consequence of, family violence (this leave is not cumulative but if the leave is exhausted consideration will be given to providing additional leave). This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
- (b)** An Employee who supports a person experiencing family violence may utilise their personal/carer's leave entitlement to accompany them to court, to hospital, or to care for children. The Employer may require evidence consistent with subclause 66.4(a) from an Employee seeking to utilise their personal/carer's leave entitlement.

66.6 Individual Support

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

67. Compassionate Leave

67.1 When compassionate leave is available

Compassionate leave is available under this clause 67 to an Employee if a member of the Employee's immediate family or household:

- (a)** contracts or develops a personal illness or sustains a personal injury that poses a serious threat to their life; or
 - (b)** dies
- (a "permissible occasion").

67.2 If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

67.3 Employees other than casual Employees

The provisions of subclauses 67.4 to 67.6 apply to all Employees other than casual Employees. The entitlements of casual Employees are set out in subclause 67.7.

67.4 Subject to the evidence requirements described at subclause 67.8, an Employee is entitled to up to four ordinary days' paid leave, on each permissible occasion.

67.5 An Employee may take compassionate leave for a particular permissible occasion as:

- (a) a single continuous four day period;
- (b) 2 separate periods that include at least one single day; or
- (c) any separate periods to which the Employee and Employer agree (which may include single days).

67.6 An Employee is additionally entitled to take unpaid leave of up to four days on each permissible occasion. An Employee may take additional unpaid compassionate leave by agreement with the Employer.

67.7 Casual Employees

Subject to the evidence requirements described at subclause 67.8, a casual Employee is entitled to 2 days unpaid compassionate leave on each permissible occasion. Unpaid compassionate leave under this subclause 67.7 may be taken as:

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

67.8 Evidence

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

68. Pre-Natal Leave

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

69. Pre-Adoption Leave

An Employee seeking to adopt a child is entitled to take 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. Parental Leave

70.1 Structure of clause

This clause 70 is structured as follows:

- (a) Structure of clause: subclause 70.1
- (b) Definitions: subclause 70.2
- (c) Long parental leave – unpaid: subclause 70.3
- (d) Short parental leave – unpaid: subclause 70.4
- (e) Paid parental leave: subclause 70.5
- (f) Notice and evidence requirements: subclause 70.6
- (g) Parental leave associated with the birth of a Child – additional provisions: subclause 70.7
- (h) Unpaid pre-adoption leave: subclause 70.8
- (i) Where placement does not proceed or continue: subclause 70.9
- (j) Special maternity leave: subclause 70.10
- (k) Variation of period of unpaid parental leave (up to 12 months): subclause 70.11
- (l) Right to request extension of period of unpaid parental leave beyond 12 months: subclause 70.12
- (m) Parental leave and other entitlements: subclause 70.13
- (n) Transfer to a safe job: subclause 70.14
- (o) Returning to work after a period of parental leave: subclause 70.15
- (p) Replacement Employees: subclause 70.16
- (q) Communication during parental leave – organisational change: subclause 70.17
- (r) Keeping in touch days: subclause 70.18

Other provisions associated with parental leave are also included in this Agreement. Specifically, prenatal leave at clause 68, flexible working arrangements which includes the right to request to return from parental leave on a part time basis at clause 96, leave to attend interviews and examinations relevant to adoption leave (pre-adoption leave) at clause 69, breastfeeding at clause 71 and ending employment during parental leave at clause 26.

70.2 Definitions

For the purposes of this clause 70:

- (a) **Child** means:
 - (i) in relation to birth-related leave, a child (or children from a multiple birth) of the Eligible Employee or the Eligible Employee's Spouse; or
 - (ii) in relation to adoption-related leave, a child (or children) under 16 (as at the day of placement or expected day of placement) who is placed or who

is to be placed with the Eligible Employee for the purposes of adoption, other than a child or step-child of the Eligible Employee or of the Spouse of the Eligible Employee or a child who has previously lived continuously with the Eligible Employee for a period of six months or more (**Adopted Child**).

- (b) **Continuous Service** includes continuous service with one and the same Employer or continuous service with more than one employer including Institutions or Statutory Bodies (as defined at subclause 72.1), and includes any period of employment that would count as service under the Act.
- (c) **Eligible Casual Employee** means an Employee employed by the Employer in casual employment on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months and who has, but for the birth or expected birth of a Child or the decision to adopt a Child, a reasonable expectation of continuing engagement by the Employer on a regular and systematic basis.
- (d) **Eligible Employee** for the purposes of this clause 70 means an Employee who has at least 12 months' Continuous Service or an Eligible Casual Employee as defined above.
- (e) **Employee Couple** has the same meaning as under the Act.
- (f) **Long Parental Leave** means the 52 weeks' parental leave an Eligible Employee may take under subclause 70.3.
- (g) **Short Parental Leave** means the up to eight weeks' concurrent parental leave an Eligible Employee may take under subclause 70.4.
- (h) **Spouse** includes a person to whom the Eligible Employee is married, a de facto partner, former spouse or former de facto spouse of the Employee. A de facto Spouse means a person who lives with the Employee as husband, wife or same-sex partner on a bona fide domestic basis.

70.3 Long Parental Leave – Unpaid

- (a) An Eligible Employee is entitled to 12 months' unpaid Long Parental Leave if:
 - (i) the leave is associated with:
 - A. the birth of a Child of the Eligible Employee or the Eligible Employee's Spouse; or
 - B. the placement of a Child with the Eligible Employee for adoption; and
 - (ii) the Eligible Employee has or will have a responsibility for the care of the Child
- (b) The Eligible Employee must take the leave in a single continuous period.
- (c) Where an Eligible Employee is a member of an Employee Couple, except as provided at subclause 70.4 (Short Parental Leave – Unpaid), parental leave must be taken by only one parent of an Employee Couple at a time in a single continuous period.

- (d) Each member of an Employee Couple may take a separate period of up to 12 months of Long Parental Leave less any period of Short Parental Leave taken by the Eligible Employee.
- (e) An Eligible Employee may be able to extend a period of unpaid parental leave in accordance with subclause 70.11.

70.4 Short Parental Leave – Unpaid

- (a) This subclause 70.4 applies to an Eligible Employee who is a member of an Employee Couple.
- (b) An Eligible Employee who is not at that point taking Long Parental Leave, may take up to eight weeks' leave concurrently with any parental leave taken by the other member of the Employee Couple . Short Parental Leave may be taken in separate periods but, unless the Employer agrees, each period must not be shorter than two weeks.
- (c) The period of Short Parental Leave will be deducted from the period of Long Parental Leave to which the Eligible Employee is entitled under subclause 70.3 (if applicable).

70.5 Paid Parental Leave

See also subclause 30.5 (Calculation of superannuation contributions).

- (a) Upon an Eligible Employee commencing:
 - (i) Long Parental Leave, that Employee will be entitled to 10 weeks' paid parental leave or 20 week's paid parental leave on half pay; and
 - (ii) Short Parental Leave, that Employee will be entitled to one week's paid parental leave;

save that an Eligible Employee who has taken Short Parental Leave does not also receive the Long Parental Leave entitlement at subclause 70.5(a)(i), even if the Eligible Employee later takes Long Parental Leave.
- (b) Paid parental leave is in addition to any relevant Commonwealth Government paid parental leave scheme (subject to the requirements of any applicable legislation).
- (c) The Employer and Eligible Employee may reach agreement on alternative arrangements as to how the paid parental leave under this Agreement is paid. For example, such leave may be paid in smaller amounts over a longer period, consecutively or concurrently with any relevant Commonwealth Government parental leave scheme (subject to the requirements of any applicable legislation) and may include a voluntary contribution to superannuation.
- (d) Such agreement must be in writing and signed by the parties. The Eligible Employee must nominate a preferred payment arrangement at least four weeks prior to the expected date of birth or date of placement of the Child.
- (e) In the absence of agreement, such leave will be paid during the ordinary pay periods corresponding with the period of the leave.

- (f) The paid parental leave prescribed by this subclause 70.5 will be concurrent with any relevant unpaid entitlement prescribed by the NES/this Agreement.

70.6 Notice and evidence requirements

- (a) An Eligible Employee must give to the Employer:
 - (i) at least 10 weeks written notice, or if that is not practicable as soon as practicable, of the intention to take parental leave, including the proposed start and end dates; or
 - (ii) if the parental leave is to be taken in separate periods of concurrent leave under subclause 70.4(b) and the leave is not the first of those leave periods of concurrent leave, then only notice of at least 4 weeks before starting the period of concurrent leave is required, or if that is not practicable give written notice as soon as practicable, save that if the Eligible Employee gave written notice of the separate periods of concurrent leave in the notice provided under subclause 70.6(a)(i), there is no requirement for the Eligible Employee to give notice in accordance with this subclause 70.6(a)(ii).
- (b) At least four weeks before the intended commencement of parental leave, or if that is not practicable as soon as practicable, the Eligible Employee must confirm in writing the intended start and end dates of the parental leave, or advise the Employer of any changes to the notice provided in subclause 70.6(a), unless it is not practicable to do so. This does not apply to a notice for a period of concurrent leave period referred to in subclause 70.6 that already requires 4 weeks' notice.
- (c) Where requested by the Employer, the Eligible Employee will also provide particulars of any period of partner (or like authorised) leave sought..
- (d) The Employer may require the Eligible Employee to provide evidence which would satisfy a reasonable person of:
 - (i) in the case of birth-related leave, the date of birth of the Child (including without limitation, a medical certificate or certificate from a registered midwife, stating the date of birth or expected date of birth); or
 - (ii) in the case of adoption-related leave, the commencement of the placement (or expected day of placement) of the Child and that the Child will be under 16 years of age as at the day of placement or expected day of placement.
- (e) An Employee will not be in breach of this subclause 70.6 if failure to give the stipulated notice is occasioned by the birth of the Child or placement occurring earlier than the expected date or in other unexpected circumstances. In these circumstances the notice and evidence requirements of this subclause 70.6 should be provided as soon as reasonably practicable.

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

- (a) Subject to the limits on duration of parental leave set out in this Agreement and unless agreed otherwise between the Employer and Eligible Employee, an

Eligible Employee who is pregnant may commence Long Parental Leave at any time up to six weeks immediately prior to the expected date of birth.

(b) Six weeks before the birth

(i) Where a pregnant Eligible Employee continues to work during the six week period immediately prior to the expected date of birth, the Employer may require the Eligible Employee to provide a medical certificate stating that they are fit for work and, if so, whether it is inadvisable for them to continue in their present position because of illness or risks arising out of the Eligible Employee's pregnancy or hazards connected with the position.

(ii) Where a request is made under subclause 70.7(b)(i) and an Eligible Employee:

A. does not provide the Employer with the requested certificate within seven days of the request; or

B. within seven days after the request gives the Employer a medical certificate stating that the Eligible Employee is not fit for work;

the Employer may require the Eligible Employee to commence their parental leave as soon as practicable.

(iii) Where a request is made under subclause 70.7(b)(i) and an Eligible Employee provides a medical certificate that states that the Eligible Employee is fit for work but it is inadvisable for the Eligible Employee to continue in their present position during a stated period, subclause 70.14 (Transfer to a safe job) will apply.

70.8 Unpaid pre-adoption leave

Employees' entitlement to pre-adoption leave is set out at clause 69 (Pre-adoption leave).

70.9 Where placement does not proceed or continue

(a) Where the placement of the Child for adoption with an Eligible Employee does not proceed or continue, the Eligible Employee will notify the Employer immediately.

(b) Where the Eligible Employee had, at the time, started a period of adoption-related leave in relation to the placement, the Eligible Employee's entitlement to adoption-related leave is not affected, except where the Employer gives written notice under subclause 70.9(c).

(c) The Employer may give the Eligible Employee written notice that, from a stated day no earlier than four weeks after the day the notice is given, any untaken long adoption-related leave is cancelled with effect from that day.

(d) Where the Eligible Employee wishes to return to work due to a placement not proceeding or continuing, the Employer must nominate a time not exceeding four weeks from receipt of notification for the Eligible Employee's return to work.

70.10 Special maternity leave

(a) Entitlement to unpaid special birth-related leave

- (i)** An Eligible Employee is entitled to a period of unpaid special leave if they are not fit for work during that period because:
 - A. they have a pregnancy-related illness affecting them; or
 - B. they have been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the Child otherwise than by the birth of a living Child.
- (ii)** An Eligible Employee who has an entitlement to personal leave may, in part or whole, take personal leave instead of unpaid special leave under this subclause 70.10(a).
- (iii)** Where the pregnancy ends more than 28 weeks from the expected date of birth of the Child, the Eligible Employee is entitled to access any paid and/or unpaid personal leave entitlements in accordance with the relevant personal leave provisions.

(b) Entitlement to paid special birth-related leave

- (i)** An Eligible Employee is entitled to a period of paid special leave if their pregnancy terminates at or after the completion of 20 weeks' gestation or the Eligible Employee gives birth but the baby subsequently dies.
- (ii)** Paid special leave is paid leave up to the amount of paid leave available under subclause 70.5(a)(i) (plus superannuation) based on the amount of leave taken, in circumstances where the employee intended to take long parental leave at the time of birth or placement.

Examples:

1. An Employee who takes six weeks paid special leave will be paid six weeks.
2. An Employee who takes 16 weeks will be paid the full amount of paid leave available under subclause 70.5(a)(i) (10 weeks).

- (iii)** Paid special leave is in addition to any unpaid special leave taken under subclause 70.10(a)(i).
- (iv)** Paid leave available under subclause 70.5(a)(ii) will also apply in these circumstances.

(c) Evidence

If an Eligible Employee takes leave under this subclause 70.10 the Employer may require the Eligible Employee to provide evidence that would satisfy a reasonable person of the matters referred to in subclause 70.10(a)(i) or 70.10(b)(i) or to provide a certificate from a registered medical practitioner. The Eligible Employee must give notice to the Employer as soon as practicable, advising the Employer of the period or the expected period of the leave under this provision.

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

- (a) Where an Eligible Employee has:
- (i) given notice of the taking of a period of Long Parental Leave under subclause 70.3; and
 - (ii) the length of this period of Long Parental Leave as notified to the Employer is less than the Eligible Employee's available entitlement to Long Parental Leave; and
 - (iii) the Eligible Employee has commenced the period of Long Parental Leave;

the Eligible Employee may change the period of parental leave on one occasion. Any change is to be notified (including the new end date for the leave) as soon as possible but no less than four weeks prior to the commencement of the changed arrangements. Nothing in this subclause 70.11 detracts from the basic entitlement in subclause 70.3 or subclause 70.11.

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

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

- (a) An Eligible Employee entitled to Long Parental Leave pursuant to the provisions of subclause 70.3 may request the Employer to allow the Eligible Employee to extend the period of Long Parental Leave by a further continuous period of up to 12 months immediately following the end of the available parental leave.

(b) Request to be in writing

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

(c) Response to be in writing

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

(d) Refusal only on reasonable business grounds

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

(e) Reasons for refusal to be specified

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

(f) Reasonable opportunity to discuss

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

(g) Employee Couples

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

- (i) the request must specify any amount of Long Parental Leave that the other member of the Employee Couple has taken, or will have taken in relation to the Child before the extension starts;
- (ii) the period of extension cannot exceed 12 months, less any period of Long Parental Leave that the other member of the Employee Couple has taken, or will have taken, in relation to the Child before the extension starts;
- (iii) the amount of Long Parental Leave to which the other member of the Employee Couple is entitled under subclause 70.3 in relation to the Child is reduced by the period of the extension.

(h) No extension beyond 24 months

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

70.13 Parental leave and other entitlements

An Eligible Employee may use any accrued annual leave or long service leave entitlements concurrently with Parental Leave, save that taking that leave does not have the effect of extending the period of Parental Leave. If the employee does so, the taking of that other paid leave does not break the continuity of the period of unpaid parental leave.

70.14 Transfer to a safe job

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

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

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

(b) Paid no safe job leave

If:

- (i) subclause 70.14(a) applies to a pregnant Eligible Employee but there is no appropriate safe job available;
- (ii) the Eligible Employee is entitled to Long Parental Leave; and
- (iii) the Eligible Employee has complied with the notice of intended start and end dates of leave and evidence requirements under subclause 70.6 for taking Long Parental Leave;

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

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

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

(f) Unpaid no safe job leave

If:

- (i) subclause 70.14(a) applies to a pregnant Employee but there is no appropriate safe job available;
- (ii) the Employee will not be entitled to Long Parental Leave as at the expected date of birth; and
- (iii) the Employee has given the Employer evidence that would satisfy a reasonable person of the pregnancy if required by the Employer (which may include a requirement to provide a medical certificate);

the Employee is entitled to unpaid no safe job leave for the risk period.

70.15 Returning to work after a period of parental leave

- (a) An Eligible Employee will endeavour to notify the Employer of their intention to return to work after a period of Long Parental Leave at least four weeks prior to the end of the leave, or where that is not practicable, as soon as practicable.
- (b) An Eligible Employee will be entitled to return:
 - (i) unless subclause 70.15(b)(ii) or subclause 70.15(b)(iii) applies, to the position which they held immediately before proceeding on parental leave;
 - (ii) if the Eligible Employee was promoted or voluntarily transferred to a new position (other than to a safe job pursuant to subclause 70.14), to the new position;

- (iii) if subclause 70.15(b)(ii) does not apply, and the Eligible Employee began working part-time because of the pregnancy of the Eligible Employee, or their Spouse, to the position held immediately before starting to work part-time.
- (c) Subclause 70.15(b) is not to result in the Eligible Employee being returned to the safe job to which the Eligible Employee was transferred under subclause 70.14. In such circumstances, the Eligible Employee will be entitled to return to the position held immediately before the transfer.
- (d) Where the relevant former position (per subclauses 70.15(b) and 70.15(c) above) no longer exists, an Eligible Employee is entitled to return to an available position for which the Eligible Employee is qualified and suited nearest in status and pay to that of their pre-parental leave position.
- (e) The Employer must not fail to re-engage an Eligible Employee because:
 - (i) the Eligible Employee or Eligible Employee's Spouse is pregnant; or
 - (ii) the Eligible Employee is or has been immediately absent on parental leave.
- (f) The rights of the Employer in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause 70.

70.16 Replacement Employees

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

70.17 Communication during parental leave – organisational change

- (a) Where an Eligible Employee is on parental leave and the Employer proposes a change or makes a decision that will have a significant effect within the meaning of clause 13 (Consultation) of this Agreement on the Eligible Employee's pre-parental leave position and/or on the status, pay or location of the Eligible Employee's pre-parental leave position, the Employer will comply with the requirements of clause 13 (Consultation) which include but are not limited to providing:
 - (i) information in accordance with subclause 13.4; and
 - (ii) an opportunity for discussions with the Eligible Employee and, where relevant, the Eligible Employee's representative in accordance with subclause 13.6.
- (b) The Eligible Employee will endeavour to take reasonable steps to inform the Employer about any significant matter that arises whilst the Eligible Employee is taking parental leave that will affect the Eligible Employee's decision regarding the duration of parental leave to be taken, whether the Eligible Employee intends

to return to work and whether the Eligible Employee intends to request to return to work on a part-time basis.

- (c) The Eligible Employee will also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with subclause 70.17.
- (d) The Eligible Employee's pre-parental leave position is:
 - (i) unless subclause 70.17(d)(ii) below applies, the position the Eligible Employee held before starting parental leave;
 - (ii) if, before starting parental leave, the Eligible Employee:
 - A. was transferred to a safe job because of their pregnancy; or
 - B. reduced their working hours due to their pregnancy;the position the Eligible Employee held immediately before that transfer or reduction.

70.18 Keeping in touch days

- (a) This clause 70 does not prevent an Eligible Employee from performing work for the Employer on a keeping in touch day while the Eligible Employee is taking Parental Leave. If the Eligible Employee does so, the performance of that work does not break the continuity of the period of Parental Leave.
- (b) Any day or part of a day on which the Eligible Employee performs work for the Employer during the period of leave is a keeping in touch day if:
 - (i) the purpose of performing the work is to enable the Eligible Employee to keep in touch with their employment in order to facilitate a return to that employment after the end of the period of leave;
 - (ii) both the Eligible Employee and Employer consent to the Eligible Employee performing work for the Employer on that day;
 - (iii) the day is not within:
 - A. if the Eligible Employee suggested or requested that they perform work for the Employer on that day – 14 days after the date of birth, or day of placement, of the Child to which the period of leave relates; or
 - B. otherwise – 42 days after the date of birth, or day of placement, of the Child; and
 - (iv) the Eligible Employee has not already performed work for the Employer or another entity on ten days during the period of leave that were keeping in touch days.

The duration of the work the Eligible Employee performs on that day is not relevant for the purposes of this subclause 70.18(b).

- (c) The Employer must not exert undue influence or undue pressure on an Eligible Employee to consent to a keeping in touch day.

- (d) For the purposes of subclause 70.18(b)(iv) the following will be treated as two separate periods of unpaid parental leave:
 - (i) a period of Long Parental Leave taken during the Eligible Employee's available parental leave period under subclause 70.3; and
 - (ii) an extension of the period of Long Parental Leave under subclause 70.11.

71. Breastfeeding

71.1 Paid break

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

71.2 Place to express or feed

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

71.3 Storage

Appropriate refrigeration will be available in proximity to the area referred to in subclause 71.2 for breast milk storage. Responsibility for labelling, storage and use lies with the Employee.

72. Long Service Leave

72.1 Definitions

For the purpose of this clause 72 the following definitions apply:

- (a) **Allowable period of absence** means 5 weeks in addition to the total period of paid annual and/or personal leave which the Employee actually receives on termination or for which the Employee is paid in lieu.
- (b) **Pay** means remuneration for an Employee's normal weekly hours of work calculated at the Employee's ordinary time rate of pay provided in **Appendix 2**, at the time the leave is taken or (if the Employee dies before the completion of leave so taken) as at the time of the Employee's death, and will include the amount of any increase to the Employee's ordinary time rate of pay which occurred during the period of leave 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.
- (c) **Month** means a calendar month.

- (d) **Institution** means any health service, hospital or benevolent home, community health centre, society or association:
 - (i) named in **Appendix 1** of this Agreement;
 - (ii) created by or registered under the *Hospital and Charities Act 1958 (Vic)* or the *Health Services Act 1988 (Vic)*; and
 - (iii) the Cancer Institute constituted under the *Cancer Act 1958*.
- (e) **Statutory Body** means the Hospital and Charities Commission (Vic), the Health Commission of Victoria and/or the Victorian Nursing Council and successors.
- (f) **Transfer of business** occurs in the circumstances described at section 311 of the Act.

72.2 Entitlement

An Employee, other than a casual Employee, will be entitled to long service leave with pay, in respect of continuous service with the Employer or continuous service with Institutions or Statutory Bodies as follows:

- (a) 6 months of long service leave on completing 15 years' continuous service; and
- (b) 2 months of long service leave on completing each period of 5 years of continuous service after the first 15 years of continuous service.

72.3 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 under subclause 72.2, save that:

- (i) long service leave may be postponed to a mutually agreeable date; or
- (ii) if agreement cannot be reached, the date will be determined by a member of the Commission provided that such a determination will not require leave to commence before six months from the date of such determination.

(b) How leave is to be taken

Long service leave will be taken:

- (i) in one or more periods, with each period being not less than a week; or
- (ii) where it is taken as part of a transition to retirement arrangement, in any other way agreed upon by the Employer and Employee.

(c) Flexible taking of leave: double leave at half pay

- (i) An Employee may make an application to the Employer to take double the period of long service leave at half pay
- (ii) Employees should seek independent advice regarding the taxation and superannuation implications of seeking payment under this subclause 72.3(c). The Employer will not be held responsible in any way for the cost or outcome of any such advice.

- (iii) 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 subclause 72.3(c)(i).
- (iv) Wherever it is practical to do so, the Employer will grant a request by an Employee. If granting the request under this subclause 72.3(c) would result in an additional cost to the Employer, then it is not practical to grant an Employee's request.
- (v) Flexible taking of long service leave does not affect an Employee's continuous service recognised.

Example:

1. In the case of an Employee taking 12 months paid long service leave at half pay, 6 months will count towards the Employee's continuous service.
2. In the case of an Employee taking 3 months paid long service leave at double pay, 6 months paid leave will count towards the Employee's continuous service.

(d) Long Service Leave in advance/accessing Long Service Leave after 10 years of continuous service

In the case of an Employee who has completed at least ten years' service but less than fifteen years' service, the Employee may take pro rata long service leave. The time such leave is taken will be by agreement between the Employee and the Employer having regard for the Employer's operational requirements, save that such agreement will not be unreasonably withheld by the Employer. In the event of any dispute over the timing of such leave, the dispute resolution procedure at clause 14 will apply.

(e) Long Service Leave is inclusive of Public Holidays and Accrued days off

See also clauses 58 (Public Holidays) and 48 (Accrued Days Off)

Long service leave is inclusive of any public holiday or ADO.

72.4 Payment for period of leave

- (a) Payment will be made in one of the following ways:
 - (i) in full in advance when the Employee commences the leave;
 - (ii) at the same time as payment would have been made if the Employee had remained on duty; 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.

72.5 Calculating continuous service

(a) Service With More Than One Employer

- (i) The continuous service of an Employee with an Institution or Statutory Body will include service for which long service leave or payment in lieu has not been received from one or more Institutions or Statutory Bodies, save that:
- A. when calculating the aggregate of continuous service, any period of employment with an Institution or Statutory Body of less than six months will be disregarded; and
 - B. 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 in accordance with **Appendix 6** or a similar form will constitute acceptable proof. An Employer will provide an Employee whose employment is ending a Certificate of Service in accordance with **Appendix 6** upon request.
 - C. Upon request by an Employee who is entitled to Long Service Leave in accordance with this clause 72, an Employer must provide to the Employee a Certificate of Service in accordance with **Appendix 6** or a similar form if the Employee continues to be employed as a casual Employee by the Employer. Service an Employee had with an Employer that counts as service for the purposes of the long service leave entitlement in this clause 72 will not count as service with that Employer for the purposes of the Employee's casual long service leave entitlement in subclause 20.6.

Example 1:

An Employee resigns after 10 years' service with Employer A. The Employee elects under subclause 72.8 to not receive payment in lieu of the 4 months Long Service Leave (LSL) that has accrued.

Within the allowable period (as defined above), the Employee commences employment with Employer B and provides a certificate of service to Employer B indicating they have 10 years service. After 5 years service with Employer B, the Employee wishes to take LSL. As the Employee has 15 years service with Employer B for the purposes of LSL (10 years of which is service that was accrued with Employer A) the Employee is entitled to take 6 months LSL.

Example 2:

An Employee resigns after 7 years' part-time service with Employer A. The Employee remains a casual Employee with Employer A. The Employee requests a Certificate of Service in accordance with

Appendix 6 or a similar form from Employer A, which is provided to the Employee.

Within the allowable period (as defined above), the Employee commences full-time employment with Employer B and provides the Certificate of Service provided to them by Employer A to Employer B indicating they have 7 years' service.

After 3 years' service with Employer B, the Employee wishes to take LSL. As the Employee has 10 years' service with Employer B for the purposes of LSL (7 years of which is service that was accrued with Employer A) the Employee is entitled to access long service leave in accordance with subclause 72.3(d).

The 7 years of service the Employee had at Employer A will not count as service for the Employee's casual entitlement to long service leave with Employer A. For the avoidance of doubt, in this scenario the service that counts under the Agreement for Employer A has been transferred to Employer B and is no longer applicable at Employer A, subject to a subsequent transfer of service back to Employer A.

- (ii) Where an Employee has received long service leave or a payment in lieu of long service leave from an Institution or Statutory Body (including an Employer covered by this Agreement) this does not alter the Employee's commencement date for the purpose of qualifying for long service leave under this clause 72.

Example:

An Employee, upon reaching 15 years' service with Employer A, resigns. The Employee receives payment in lieu of the 6 months Long Service Leave (LSL) that had accrued.

Within the allowable period, the Employee commences employment with Employer B. The 15 years' service with Employer A counts as service with Employer B for the purposes of LSL. The Employee is entitled to 2 months LSL after 5 years' service with Employer B. The Employee is not entitled to any further benefit for the period of service with Employer A.

(b) Concurrent Service

Concurrent service with Institutions and/or Statutory Bodies (including an Employer covered by this Agreement) remains separate and distinct until an Employee terminates employment with one Institution or Statutory Body, except where the Employee receives a payment in lieu of long service leave.

Example:

An Employee is employed at the same time by Employer A and Employer B.

The Employee accrues service towards LSL at each of Employer A and Employer B. If the Employee had been employed by Employer A for 11 years and Employer B for 8 years, the Employee can take LSL from Employer A, but would need to continue working at Employer B until the 10 years threshold was met.

If the Employee resigned from both Employer A and Employer B, and went to work for Employer C, the Employee could:

1. Transfer the 8 years' service with Employer B to Employer C; and
2. Have the accrued LSL from the 10 years' service with Employer A paid out in lieu on termination and therefore there is no longer any Long Service Leave obligation that can be transferred to Employer C.

(c) Continuous service and its interaction with absences or interruptions in employment

The absences or interruptions mentioned in this subclause 72.5(c) do not break an Employee's continuous service.

(i) Periods that count towards continuous service

The following periods count towards an Employee's period of continuous service:

- A. the taking of any paid leave (including annual leave, personal leave, parental leave and long service leave);
- B. any unpaid absence from work of not more than fourteen days in any year on account of illness or injury;
- C. 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;
- D. any absence on account of injury arising out of or in the course of the employment for a period during which an Employee is receiving accident pay under clause 32 (Accident Pay);
- E. any unpaid leave of absence of the Employee, including unpaid Parental Leave, where the absence is authorised in advance in writing by the Employer to be counted as service;
- F. any absence from employment on defence service in accordance with section 8 of the *Defence Reserve Service (Protection) Act 2001* (Cth); and
- G. a period of absence on community service leave under the Act.

(ii) Periods that do not break continuous service but do not count towards continuous service

The following periods do not break continuous service but do not count towards an Employee's continuous service unless they are so authorised in writing by the Employer:

- A. any other authorised period of absence or unpaid leave including unpaid parental leave under clause 70 (Parental Leave);
- B. any interruption arising directly or indirectly from an industrial dispute;
- C. any period between employment with one Institution or Statutory Body and another provided it is equal to or less than the allowable period of absence from employment;
- D. the dismissal of an Employee if the Employee is re-employed within a period not exceeding two months from the date of such dismissal;
- E. any absence on account of injury arising out of or in the course of the Employee's employment during which an Employee is not receiving accident make up pay or other paid leave; and
- F. any other absence from work of a pregnant Employee or an Employee adopting for a period not exceeding twelve months in respect of any pregnancy or adoption not covered by subclause 72.5(c)(ii)A above.

72.6 Records

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

72.7 Transfer of business

Where a transfer of business occurs, an Employee who worked with the old employer and who continues in the service of the new employer will be entitled to count their service with the old employer as service with the new employer for the purposes of this clause 72.

72.8 Termination of Employment

(a) Basic entitlement at termination of employment

An Employee with ten or more years of continuous service is entitled to payment in lieu of any untaken long service leave upon termination of employment equal to one thirtieth of the period of continuous service less any long service leave taken, except where an Employee who has completed at least ten but less than fifteen years continuous service makes the election at subclause 72.8(b) below.

(b) Election for payment of entitlement or transfer of entitlement at termination

An Employee who has completed at least ten but less than fifteen years' continuous service who intends to be re-employed by another Institution or Statutory Body may:

- (i) elect in writing that payment for accrued long service leave be deferred until after the Employee's allowable period of absence has expired; and
- (ii) where the Employee notifies the Employer in writing within the allowable period of absence that the Employee has been employed by another Institution or Statutory Body the Employer is no longer required to make payment to the Employee in respect of such leave. Where such written notice is not provided 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 72.8(a).

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

Where an Employee who has completed at least ten years' service dies while still in the employ of the Employer, the Employer will pay to the Employee's personal representative a sum equal to one thirtieth of the period of continuous service less any long service leave taken.

73. Blood Donors Leave

The Employer will release Employees upon request to donate blood where a collection unit is on site or by arrangement at the local level.

74. Leave to Engage in Emergency Management Activities

74.1 An Employee who is a member of a voluntary emergency relief organisation including, but not limited to, the Country Fire Authority, Red Cross, State Emergency Service and St John Ambulance is entitled to be absent from their place of employment for a period if the Employee's absence is reasonable in all the circumstances and the period consists of one or more of the following:

- (a) time when the Employee engages in the activity;
- (b) reasonable travelling time associated with the activity; and
- (c) reasonable rest time immediately following the activity.

74.2 An Employee who wants an absence from their employment to be covered by this clause 74 must, as soon as practicable:

- (a) give their Employer notice of the absence; and
- (b) advise the Employer of the period, or expected period of the absence.

74.3 An Employee who has given the Employer notice of an absence must give the Employer evidence that would satisfy a reasonable person that the absence is because the Employee has been or will be engaging in an eligible community service activity.

75. Ceremonial Leave

An Employee who is legitimately required by Aboriginal or Torres Strait Islander tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year, with the approval of the Employer. Such approval will not be unreasonably withheld by the Employer.

76. Jury Service

NOTE: this clause 76 applies to all Employees

76.1 An Employee required to attend for jury service will be reimbursed by the Employer an amount equal to the difference between:

- (a)** the amount paid by the state of Victoria in respect of attendance for jury service; and
- (b)** the amount the Employee could reasonably expect to have received from the Employer as earnings for that period had the Employee not been performing jury service.

76.2 An Employee will notify the Employer as soon as possible of the date they are required to attend jury service. The Employee will give the Employer proof of attendance at the court, the duration of such attendance and the amount received for jury service.

PART H– EDUCATION AND PROFESSIONAL DEVELOPMENT

77. Professional Development Leave

- 77.1** A full-time Employee is entitled to five days' paid professional development leave per year, in addition to other prescribed leave entitlements. Part-time Employees have a pro rata entitlement. An Employee may utilise professional development leave for part of a single day.

Example:

An Employee may use their professional development leave to attend 10 half-day professional development activities in a year of service provided that the total period will not exceed 5 days.

- 77.2** To access the benefits of this clause 77 it is the responsibility of the Employee to make an application for this leave.
- 77.3** The leave is cumulative over two calendar years.
- 77.4** An application for this leave, nominating the preferred date(s) will be made in writing to the Manager providing a brief description of the nature of the professional development activity to be undertaken and its applicability to the Employee's profession. The leave may be utilised for, but not limited to, research, home study, and attendance at seminars and conferences. An Employee may be required to report back on a seminar or conference, where they are allocated sufficient time during their ordinary hours of work to prepare for this.
- 77.5** The application must be made at least six weeks prior to the requested date(s) and will be approved by the Manager unless there are exceptional circumstances that exist that justify non-approval. The applicant will be notified in writing if the leave is approved or not within seven (7) days of the request being made. If leave is not granted the reasons will be included in the notification to the applicant.
- 77.6** Where a request for professional development leave approved by the Employer:
- (a)** is made by a full-time Employee and covers a period where the Employee is not rostered to work; or
 - (b)** is made by a part-time Employee and falls on a weekend or after hours or would result in the part-time Employee not having four clear days free from ordinary duty in the fortnight if the day/s the Employee took the professional development leave are counted as day/s the Employee was not free from ordinary duty;
- the Employer will provide time off in lieu for the period of the course. Time in lieu in this clause 77 is on the basis of time for time at ordinary rates and does not include any benefit or payment for any overtime, penalties or allowances under this Agreement that would normally be paid for such periods of duty.
- 77.7** The time taken by an Employee to engage in mandatory training provided by the Employer cannot be deducted from the Employee's professional development leave entitlement. Mandatory training means professional development and/or

training that the Employer requires the Employee to undertake such as fire, workplace bullying and equal opportunity training or training that is necessary for an Employee to perform their position/role (such as learning how to use a new piece of equipment, or updates on new policies, procedures or applications), but not professional development training that is optional. The Employer will indicate in writing (which may be in policy) to Employees if any professional development and/or training they are providing is mandatory.

78. Study Leave

- 78.1** Paid study leave will be available to all Employees employed in full-time and part-time employment.
- 78.2** Paid study leave may be taken as agreed between the Employer and an Employee; for example, 4 hours per week, 8 hours per fortnight or blocks of 38 hours at a residential school.
- 78.3** An Employee wishing to take study leave in accordance with this clause 78 must apply in writing to the Employer as early as possible prior to the proposed leave date. The Employee's request should include:
- (a)** details of the course and institution in which the Employee is enrolled or proposes to enrol; and
 - (b)** details of the relevance of the course to the Employee's profession.
- 78.4** The Employer may refuse to grant an Employee study leave only where there are reasonable grounds for doing so, and will notify the Employee in writing of whether their request for study leave has been approved within 7 days of the application being made. If the leave is not approved, the reasons will be included in the written notification to the applicant.
- 78.5** Leave pursuant to this clause 78 does not accumulate from year to year.

79. Examination Leave

- 79.1** Qualified Employees will be granted leave with full pay in order to attend examinations necessary to obtain higher qualifications relevant to classifications in this Agreement.
- 79.2** The amount of leave to be granted will be such as to allow the Employee to proceed to the place of examination and, in addition, to allow one clear working day other than a Saturday or a Sunday for pre-examination study if this is so desired.
- 79.3** Any leave granted under the provisions of this clause 79 will be exempt from and, in addition, to the provisions of clause 59 - Annual leave.

80. Conference/Seminar Leave

80.1 All Employees employed in full-time and part-time employment are entitled to two days' paid study/conference/seminar leave per annum. The two days' paid study/conference/seminar leave will be based on the individual Employee's usual shift length.

80.2 An Employee may utilise conference/seminar leave for part of a single day.

Example:

An Employee may use their conference/seminar leave to attend four half-day conferences in a year of service provided that the total period does not exceed 2 days.

80.3 Except as provided at subclause 80.10 below, leave pursuant to this clause 80 does not accumulate from year to year.

80.4 Study/conference/seminar leave may be taken:

- (a) to attend a work related conference or seminar; or
- (b) for undertaking study.

80.5 An Employee seeking leave in accordance with this clause 80 can be requested to provide details of the conference/seminar name, venue and date/time. An Employee may be required to report back or provide in-services following conference/seminar attendance, where they are allocated sufficient time during their ordinary hours of work to prepare for this.

80.6 Where possible the leave should be requested in writing 6 weeks in advance of the proposed leave date.

80.7 The approval of conference/seminar leave will not be unreasonably withheld, provided the leave is for a work related conference/seminar or for undertaking study.

80.8 The Employer will notify the Employee in writing whether leave will be granted within 7 days of the application being made. If the leave is not approved, the reasons will be included in the written notification to the applicant.

80.9 Where a request for conference/seminar leave which is approved by the Employer covers a period where the Employee is not rostered to work (e.g. on weekends, ADOs or after hours) then the Employer will provide time off in lieu for the period of the course. Time in lieu in this clause 80 is on the basis of time for time at ordinary rates and does not include any benefit or payment for any overtime, penalties or allowances under this Agreement which would normally be paid for such periods of duty.

80.10 Accumulation of conference/seminar leave over two years

- (a) An Employee may make an application to the Employer to accumulate their conference/seminar leave over two years.

- (b) Where an Employee makes an application to accumulate their conference/seminar leave over two years, the Employer will not unreasonably withhold its approval where the Employee intends to use the leave for:
 - (i) a specific event, (for example the Employee wants to use 4 days of conference/seminar leave to attend a specific conference); or
 - (ii) a specific purpose, (for example the Employee wants to use 4 days of conference/seminar leave to develop specific skills or knowledge in their profession/discipline, even though at the time of making the application no specific conference or seminar is identified).
- (c) An Employee whose application to accumulate conference/seminar leave over two years has been approved may subsequently apply to use part or all of the yearly conference/seminar leave entitlement for that year and the Employer will not unreasonably withhold its approval. Where this occurs, the approval to accumulate conference/seminar leave over two years is no longer in effect for the portion of leave used.

81. In-Service Education and Training – Royal Children’s Hospital and Royal Women’s Hospital

81.1 This clause 81 only applies to the following Employers:

- (a) Royal Women’s Hospital; and
- (b) Royal Children’s Hospital.

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

PART I – UNION MATTERS

82. Union Matters

82.1 Access to Employees – General

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

(a) Access to Employees – Electronic communication

The Employer will ensure that:

- (i) 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;
- (ii) emails from Employees to the Union are not blocked or restricted by or on behalf of the Employer;
- (iii) access from Employer computers and like devices to Union websites and online information is not blocked, or limited; and
- (iv) where a genuine security concern arises regarding the above, the Employer will immediately notify the Union to enable the security concern to be addressed.

(b) Access to Employees – Orientation

- (i) The Union may attend and address new Employees as part of orientation/induction programs for new Employees, provided that any attendance for the purposes of discussions with the Employees meets the right of entry requirements under Part 3-4 of the Act (**Entry Requirements**). The details of such attendance will be arranged by the Employer in consultation with the Union.
- (ii) An Employer will advise the Union of the date, time and location of orientation/induction programs not less than 14 days prior to the orientation/induction program.
- (iii) 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, provided that such access is consistent with the Entry Requirements.

(c) Delegates and HSRs

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

- (i)** In this subclause 82.1(c) **Representative** means a Union Delegate, or HSR.
- (ii)** A Representative is entitled to reasonable time release from duty to:
 - A. attend to matters relating to industrial, occupational health and safety or other relevant matters such as assisting with grievance procedures and attending committee meetings;
 - B. access reasonable preparation time before meetings with management disciplinary or grievance meetings with a Union member;
 - C. appear as a witness or participate in conciliation or arbitration, before the Commission;
 - D. present information on the Union at orientation sessions for new Employees.
- (iii)** A Representative required to attend management or consultative meetings outside of paid time will be paid to attend.
- (iv)** A Representative will be provided with access to facilities such as telephones, computers, email, noticeboards and meeting rooms in a manner that does not adversely affect service delivery and work requirements of the Employer. In the case of an HSR, facilities will include other facilities as necessary to enable them to perform their functions as prescribed under the OHS Act.

(d) Noticeboard

- (i)** 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.
- (ii)** 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.

(e) 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 82 is intended to override the operation of the Act.

(f) Secondment to the Union

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

(g) 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 Branch Committee (which includes the Governance and Finance Committee), National Executive or National Council of the Union. For a member of the Branch Committee, this currently involves 12 half day meetings per year (plus travel time). For National Council members this currently involves an additional 2 day meeting (plus travel time).

(h) 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 82.

- (i)** Subject to the conditions in this subclause 82.1(h), Employees selected by the 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.
- (ii)** 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.
- (iii)** The granting of leave will be subject to the Employer's operational requirements. The granting of leave will not be unreasonably withheld.
- (iv)** Leave under this subclause 82(h) is granted on the following conditions:

 - A. applications are accompanied by a statement from the Union advising that it has nominated the Employee or supports the application:
 - B. the training is conducted by the Union, an association of unions or accredited training provider; and
 - C. the application is made as early as practicable and not less than two (2) weeks before the training.
- (v)** The Employee will be paid their ordinary pay (for normal rostered hours, but excluding shift work, overtime and other allowances).
- (vi)** Leave in accordance with this clause 82 may include necessary travelling time in normal hours immediately before or after the course.
- (vii)** Leave granted under this clause 82 will count as service for all purposes of this Agreement.
- (viii)** Expenses associated with attendance at training courses, including fares, accommodation and meal costs are not the responsibility of the Employer.

83. Implementation of this Agreement for New Employers

83.1 This clause 83 only applies to the following Employers:

- (a)** Casterton Memorial Hospital;
- (b)** The Queen Elizabeth Centre; and
- (c)** Tweddle Child & Family Health.

83.2 At the request of the Union or the Employer, a meeting or meetings to discuss the local implementation of this Agreement will occur. The meeting(s) will occur at a mutually agreeable time, save that a request to meet at a specific time will not be unreasonably refused.

83.3 Any implementation meeting(s) must include discussions regarding the translation of the Employer's existing classification structures for Employees covered by this Agreement to the classification structures in this Agreement. These translations are to have the same affect, as far as is possible, as the translations in Appendix 2, Part C of the 2016 Agreement.

PART J – CLASSIFICATION AND STAFFING

84. Classifications Definitions and Wages

- 84.1** The classification descriptors are set out in **Appendix 4** (Classification Definitions), including specific provisions relating to Advanced Practice.
- 84.2** The weekly full-time wage rates applicable to each classification during the period that this Agreement operates are set out in **Appendix 2** (Wage Rates).
- 84.3** Appointment to a wage point will be based on the Employee's Experience as defined at clause 4 (Definitions).
- 84.4** Progression through all classifications for which there is more than one wage point will be by annual increments, having regard to the acquisition and utilisation of skills and knowledge through experience in the Employee's practice setting(s) over such period.
- 84.5** Advancement by an Employee through the Experience increments within AHP1 grades in the classification structure will occur upon the completion by the Employee of each 12 month period calculated from the Employee's commencement in a grade within the AHP1 classifications, irrespective of whether a 12 month period (or any part) was served as a full-time or part-time Employee, provided that:
- (a)** an Employee who holds or is qualified to hold a relevant three year undergraduate qualification and is required to do a 12 month internship will commence at the AHP1, Grade 1, Year 2 rate;
 - (b)** an Employee who holds or is qualified to hold a relevant four year undergraduate qualification will commence at the AHP1, Grade 1, Year 2 rate;
 - (c)** an Employee who holds or is qualified to hold a relevant Bachelor Honours Degree, will commence at the AHP1, Grade 1, Year 2 rate;
 - (d)** an Employee who holds or is qualified to hold a relevant Masters Degree will commence at the AHP1, Grade 1, Year 3 rate;
 - (e)** an Employee who holds or is qualified to hold a relevant Doctoral Degree will commence at the AHP1, Grade 1, Year 5 rate.
- 84.6** **Classifying Allied Health Managers and Assistant Allied Health Managers**
- When classifying an Employee as an Allied Health Manager or Assistant Allied Health Manager, the number of Full Time Employees (as defined in section B of Appendix 4) or other staff the Employee is in charge of may affect their starting increment:
- (a)** in the case of a Grade 3 Allied Health Manager or Assistant Allied Health Manager, see Appendix 4 – Section B, subclause 5.4; and
 - (b)** in the case of a Grade 4 Allied Health Manager or Assistant Allied Health Manager, see Appendix 4 – Section B, subclause 6.4.

84.7 Entry Level – New Graduate – Rural, Regional and Community Health Centres/Services

- (a) This subclause 84.7 applies to Employees employed in a Rural or Regional Health Service or in a Community Health Centre/Service.
- (b) An Employee who holds:
 - (i) a relevant four year undergraduate qualification; or
 - (ii) a relevant three year undergraduate qualification and either holds an Honours degree, or is required to do a 12 month internship;

will commence at the AHP1, Grade 1, Year 3 rate.

84.8 Overlapping Pay Points Between Grades

An Employee who moves to or is appointed to a higher grade will be paid at the rate within that grade immediately above their previous rate of pay.

84.9 Grade 3 Allied Health Manager

The AHP1 Grade 3, Year 4B rate in Appendix 2 will apply to Grade 3 Allied Health Managers (as defined in Appendix 4) in lieu of the AHP1 Grade 3, Year 4 rate that applies to all other Grade 3 Employees.

84.10 Interns (Medical Imaging Technologist (Radiographer), Nuclear Medicine Technologist and Radiation Therapy Technologist) – Entry Level

Intern Medical Imaging Technologist (Radiographer), Nuclear Medicine Technologist and Radiation Therapy Technologist Employees who hold or are qualified to hold a:

- (a) three year undergraduate qualification will be classified at AHP1 Intern – 3 year degree; and
- (b) Masters Degree will be classified at AHP1 Intern – Masters degree.

84.11 Definitions

In this clause 84:

- (a) a **three year undergraduate qualification** or **four year undergraduate qualification** means a qualification assessed as a Bachelor Degree (or equivalent) under the Australian Qualifications Framework level 7 criteria;
- (b) a **Bachelor Honours Degree** means a qualification assessed as a Bachelor Honours Degree (or equivalent) under the Australian Qualifications Framework level 8 criteria;
- (c) a **Masters Degree** means a qualification assessed as a Masters Degree (or equivalent) under the Australian Qualifications Framework level 9 criteria; and
- (d) a **Doctoral Degree** means a qualification assessed as a Doctoral Degree (or equivalent) under the Australian Qualifications Framework level 10 criteria.

85. Classification and Reclassification

- 85.1** All Employees will be paid the applicable rate of pay for their grade and classification as set out in **Appendix 2** (Wage Rates).
- 85.2** The grades and classifications of all Employees (including a reclassification request) will be determined in accordance with the classification definitions in **Appendix 4** (Classification Definitions) which describe matters including the work performed, eligibility, levels of responsibility, skill and experience for the classifications under this Agreement. An Employee's classification is not determined by the Employee's performance in the position or the staffing profile in the area/department.
- 85.3** Employers will, in the Employee's letter of offer, be advised in writing of their classification under this Agreement as per clause 23 (Letter of Offer).
- 85.4** Where the Employee's classification changes, the Employer will confirm the change in writing as soon as possible.
- 85.5** Where an Employee believes that the work performed and required by their position is better described by another classification with a higher rate of pay, the Employee may seek reclassification by notifying the Employer in writing, addressing why they believe another classification better describes the work performed and required by their position, having regard to both the current and proposed classification. The Employee's Manager may also make the reclassification request.
- 85.6** The Employer will provide a written response to the requested reclassification within 4 weeks. Where the Employer, in accordance with subclause 85.2, does not believe the work performed and required by the Employee's position is better described by another classification, the Employer will provide the reasons for this, having regard to both the current and proposed classification.
- 85.7** Where the Employer determines, in accordance with subclause 85.5 and 85.6, that another classification better describes the work performed and required by the Employee's position, the reclassification will take effect from the earlier of:
- (a)** where it can reasonably be determined, the date on which the Employee's work was better described by another classification; or
 - (b)** the date the written reclassification request was submitted.
- 85.8** At any time, either the Employee or Employer may refer a request for reclassification to the dispute settlement procedure in clause 14 of this Agreement.
- 85.9** Reclassification will occur on the basis of the overall work performed and required by the Employee's position.
- 85.10** Where an Employer is aware an Employee is performing work that is not required by their position and does not advise the Employee the work is not required, this work is deemed to be work required by the Employee's position.

86. Allied Health Manager Structure

86.1 For the purposes of classifying all Allied Health Manager and Assistant Allied Health Manager positions it will be necessary to divide the number of hours worked by relevant Employees (including interns) or total staff as the case may be, in that department by 38 with any fraction being taken to the next whole number.

86.2 Classifying Allied Health Manager positions

When classifying Allied Health Manager positions in:

- (a) Cardiac Technology (Cardiac Physiology);
- (b) Health Information Management (Medical Records Administration);
- (c) Medical Imaging Technology (Radiography);
- (d) Medical Library;
- (e) Music Therapy;
- (f) Nuclear Medicine Technology;
- (g) Occupational Therapy;
- (h) Orthoptics;
- (i) Orthotics/Prosthetics;
- (j) Photography or Illustration (Medical Photography or Illustration);
- (k) Physiotherapy;
- (l) Podiatry;
- (m) Radiation Therapy Technology;
- (n) Recreation Therapy;
- (o) Research Technology;
- (p) Social Work; and
- (q) Speech Pathology;

an Employee who would have been a Chief (as defined in the 2011 Agreement) classified two grades or more below that of another Chief position (that is either in the therapy stream or the radiation related stream) in the employ of the same Employer under the 2011 Agreement, will be reclassified as described at subclause 86.3 (Reclassification) below.

86.3 Reclassification

- (a) This clause 86 is to have the same effect as subclause 29.1 of the 2011 Agreement and subclause 86.3 of the 2016 Agreement.
- (b) The Grade 6 Allied Health Manager has no impact on reclassification under this clause 86.

- (c) A translation table intending to give effect to subclause 86.3(a) taking into account the AHP1 classification structure is outlined as follows (different FTE numbers AHP apply to Orthotics/Prosthetics):

2011 Agreement			2016 and 2020 Agreement		
Chief	Staff	Reclassification	Allied Health Manager (AHM)	Staff	Equivalent translation
Chief Grade 1	1 – 5 FTE AHP and/or at least 6 other staff	Where an allied chief is a Chief Grade 3, 4 or 5 the Chief Grade 1 would be reclassified to Chief Grade 2	AHM Grade 3	1 – 5 FTE AHP and/or 6 – 14 other staff	Where another AHM is Grade 4, 5 or 6, the AHM Grade 3 must be reclassified to the Grade 3 Year 4 increment if they are at a lower increment in Grade 3.
Chief Grade 2	6 – 14 FTE AHP and/or at least 15 other staff	Where an allied Chief is a Chief Grade 4 or 5 the Chief Grade 2 would be reclassified to Chief Grade 3	AHM Grade 3	6 – 14 FTE AHP and/or 15 – 25 other staff	Where another AHM is Grade 4 (and in charge of 25 – 39 FTE AHP and/or 28 – 45 other staff), 5 or 6, the AHM Grade 3 must be reclassified to Grade 4.
Chief Grade 3	15 – 24 FTE AHP and/or at least 26 other staff	Where an allied Chief is Chief Grade 5, the Chief Grade 3 would be reclassified to Chief Grade 4	AHM Grade 4	15 – 24 FTE AHP and/or 26 – 27 other staff	Where another AHM is Grade 5 or 6, the AHM Grade 4 must be reclassified to the Grade 4 Year 4 increment if they are at a lower increment in Grade 4.
Chief Grade 4	25 – 39 FTE AHP and/or at least 28 other staff	Reclassification is not applicable as there can be no allied Chief two Grades or more above the Chief Grade 4	AHM Grade 4	25 – 39 FTE AHP and/or at 28 – 45 other staff	Reclassification is not applicable.
Chief Grade 5	40 – 85 FTE AHP and/or at least 46 other staff	Reclassification is not applicable as there can be no allied Chief two Grades or more above the Chief Grade 5	AHM Grade 5	40 – 85 FTE AHP and/or 46 – 90 other staff	Reclassification is not applicable.
Chief Grade 5	86 or more FTE AHP and/or at least 91 other staff	Reclassification is not applicable as there can be no allied Chief two Grades or more above the Chief Grade 5	AHM Grade 6	86 or more FTE AHP and/or 91 or more other staff	Reclassification is not applicable.

In the table above:

- **AHP** means Employees covered by this Agreement, the 2011 Agreement and/or the 2016 Agreement;
- **Chief** means a Chief as defined in the 2011 Agreement;
- **2020 Agreement** means this Agreement; and
- **FTE** means Full-Time Employees, which is determined in accordance with subclause 86.1 of this Agreement, subclause 86.1 of the 2016 Agreement and/or subclause 29.1 of the 2011 Agreement.

86.4 Management Arrangement

- (a) Clinical and service outcomes, management of the service-wide program, and departmental budgets will be the responsibility of the Senior Allied Health Manager.
- (b) The Senior Allied Health Manager/Allied Health Manager at a multi-campus hospital will also ensure that all relevant Employees at a campus will be managed, and clinically guided by an appropriately graded Employee who principally works at that campus.

87. Trainee Supervision

Trainees, with the exception of those in their final year of training, will not be required to work at any time without the supervision of a qualified person of the discipline concerned within the area of the establishment where the Trainee is working.

88. Clinical Supervision

The Employer will ensure that all Employees receive supervision by a qualified and clinically appropriate health professional.

89. Safe Staffing and Workloads

89.1 Work/life balance

The Employer and Employees recognise the mutual benefit of ensuring that Employees balance their professional and personal lives and are committed to ensuring this occurs. This includes that Employees receive annual leave as required by clause 59 (Annual leave). Specifically, clause 59 prescribes:

- (a) that an Employer must not unreasonably refuse requests for annual leave (see subclause 59.3(b)); and
- (b) a procedure for handling excessive annual leave accruals (see subclause 59.7).

89.2 Occupational Health and Safety

The Employer is obliged by the OHS Act to provide a safe workplace. It is recognised that adequate staffing affects workload and is relevant to occupational health and safety in the workplace. The Employer will take into

account occupational health and safety when allocating work and when concerns about adequate staffing are raised.

89.3 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 and the NES;

subject to subclause 89.5 (Reasonable overtime).

89.4 Allocation of work

The Employer will allocate work to each Employee so that they can perform all aspects of their position during their ordinary hours of work, including but not limited to:

- (a) clinical duties;
- (b) administrative and clerical duties;
- (c) managerial/supervisory duties;
- (d) educational duties; and
- (e) attending meetings;

subject to subclause 89.5 (Reasonable overtime).

89.5 Reasonable overtime

- (a) The Employer will not require work to be undertaken beyond an Employee's ordinary hours of work, except where the overtime is reasonable (see clause 52 (Overtime)).
- (b) Notwithstanding subclause 89.5(a), an Employee will not generally be required to regularly undertake work beyond their ordinary hours of work.
- (c) Nothing in this clause 89 stops an Employee from agreeing to work rostered overtime.

89.6 Workload or staffing disputes

In the event that a workload or staffing issue is raised by an Employee/s and/or representative (including the Union), the Employer will consult with affected Employee/s and the representative (including the Union) and where appropriate take steps to address any issues. If, following consultation, the workload or staffing issue is not resolved, any party may refer it to the dispute resolution procedure of this Agreement.

89.7 Safe rostering practices

It is recognised that rostering arrangements have an impact on safe staffing. In setting a roster, the Employer and, in the case of self-rostering (however

described), Employees will ensure that the number of changes to the Employee's start and finish times are reasonable taking into account:

- (a) the Employee's health and safety;
- (b) the Employee's personal circumstances, including family responsibilities;
- (c) the number of changes to the Employee's starting and finishing times in the preceding week and month;
- (d) the time difference between the different starting and finishing times, from shift to shift and in the preceding week and month; and
- (e) the break between shifts.

90. Backfill of Leave

90.1 Where an Employee or Employees are absent from work on leave (including annual, personal, parental, long service or any other leave) for a period of two (2) weeks or more, the Employer will make every effort to backfill the position/s if not backfilling will result in or will likely result in:

- (a) the absent Employee/s when they return to work from their period of leave; and/or
- (b) any other Employee/s during or after the period the absent Employee/s are on leave;

being unable to perform all aspects of their position and/or role during their ordinary hours of work.

90.2 A 'period of two weeks or more' referred to in subclause 90.1 includes where the combined leave of two (2) or more Employees is two (2) weeks or greater.

90.3 Where an Employer does not backfill in accordance with subclause 90.1 and an Employee/s or the Employee's representative (including the Union) believes this results in or will likely result in an Employee/s being unable to perform all aspects of their position during their ordinary hours of work, the Employee or their representative (including the Union) may require consultation in accordance with clause 89(Safe Staffing and Workloads) of this Agreement and, if the matter is not resolved, refer the matter to the Commission.

91. Advertising Vacancies

91.1 Where a vacancy arises within the Employer, the Employer will advertise the vacant position or available hours, internally in the first instance and then externally if necessary:

- (a) where a vacancy will arise at the end of the notice of termination, immediately after giving notice of termination (by either the Employee or Employer); or
- (b) where a vacancy will not arise immediately after the end of the notice, such as where the Employee's role has been backfilled, as soon as practicable.

91.2 The Employer will advertise all vacancies that arise where the vacancy relates to a position that, but for the vacancy occurring, would have been ongoing.

91.3 The Employer will appoint someone to a vacant position as soon as practicable.

92. Replacement Positions

92.1 Subclause 92.2 below applies to the following Health Services only:

Alexandra District Hospital	Mildura Base Hospital
Bairnsdale Regional Health Service	Omeo District Health
Ballarat Health Services	Rochester & Elmore District Health Service
Barwon Health	Rural Northwest Health
Bendigo Health Care Group	St. Vincent's (Hospital) Melbourne Limited.
Echuca Regional Health	Swan Hill District Health
Hepburn Health Service	Tallangatta Health Services
Hesse Rural Health Service	Upper Murray Health & Community Services
Inglewood & District Health Service	Western District Health Service (including Coleraine District Health Service)
Kerang District Health	West Gippsland Health Care; and
Kilmore & District Hospital	Wimmera Health Care Group
Kyabram and District Health Service	Yarram & District Health Service
Mallee Track Health & Community Service	Yarrawonga District Health Service
Maryborough District Health Service	

92.2 Every endeavour will be made to appoint to a position that falls vacant on the basis of prolonged leave, within eight weeks of the vacation of the position.

93. Reserved Matters

A Health Promotion classification structure agreed upon by the Employer (and its representatives) and the Union will be implemented in the enterprise agreement that replaces this Agreement.

PART K – WORKPLACE RIGHTS

94. Prevention and Management of Workplace Bullying

- 94.1** The Employer will maintain and comply with policies and procedures to proactively prevent and manage workplace bullying. Such policies and procedures will be in accordance with the recommendations of *the WorkSafe Guidance Note on the Prevention of Bullying and Violence at Work 2003* (as amended from time to time), any other Worksafe guides relating to workplace bullying, and any relevant legislation and government policies.
- 94.2** The Employer, in consultation with the Union, will proactively develop measures to improve occupational health and safety outcomes, with the intent of improving Employee health and safety and preventing injury, illness and incapacity (and hence workers compensation payments), particularly with respect to workplace bullying.
- 94.3** The Employer, in consultation with the Union, will seek to identify bullying prevention principles and practices, including education on early identification and intervention, appropriate workplace behaviour/Code of Conduct and appropriate investigation and feedback processes, and seek to implement these where appropriate.

95. Working from Home – Royal Children’s Hospital and Royal Women’s Hospital

- 95.1** This clause 95 only applies to the following Employers:
- (a)** Royal Women’s Hospital; and
 - (b)** Royal Children’s Hospital.
- 95.2** An Employee, subject to operational requirements and with the approval of the Employee’s Department Head, may work from their place of residence in circumstances where the work is project based and may be performed with a high level of autonomy.

96. Flexible Working Arrangements

- 96.1** The Act entitles a specified Employee to request flexible working arrangements in specified circumstances.
- 96.2** A specified Employee is a:
- (a)** full-time or part-time Employee with at least 12 months continuous service; and
 - (b)** long term casual Employee with a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.
- 96.3** The specified circumstances are the Employee:

- (a) is the parent, or has responsibility for the care, of a child who is of school age or younger;
 - (b) is a carer within the meaning of the *Carer Recognition Act 2010* (Cth) caring for someone who has a disability, a medical condition (including a terminal or chronic illness), a mental illness or is frail or aged;
 - (c) has a disability;
 - (d) is 55 or older;
 - (e) is experiencing violence from a member of the Employee's family; or
 - (f) provides care or support to a member of the Employee's immediate family, who requires care or support because the member is experiencing violence or abuse from the member's family.
- 96.4** A specified Employee may request the Employer for a change in working arrangements relating to the circumstances at subclause 96.3.
- 96.5** A request for a flexible work arrangement includes (but is not limited to) a request to work part-time upon return to work after taking leave for the birth or adoption of a child to assist the Employee to care for the child.
- 96.6** Changes in working arrangements may include but are not limited to hours of work, patterns of work and location of work.
- 96.7** The request by the Employee must be in writing, set out the change sought and reasons for the change.
- 96.8** 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.
- 96.9** Where the Employer refuses the request, the written response must include details of the reasons for the refusal.
- 96.10** Where a request for flexible work arrangements is made, an Employee or Employer is entitled to meet with the other party to discuss:
- (a) the request;
 - (b) an alternative to the request; or
 - (c) reasons for a refusal on reasonable business grounds.
- 96.11** An Employee or Employer may choose to be represented at a meeting under subclause 96.10 by a representative including a Union or employer organisation.
- 96.12** The dispute resolution procedure in the Agreement will apply to any dispute/grievance arising in relation to a request for flexible working arrangements.
- 96.13** Other entitlements relevant to family violence can be found at subclause 65.1 (Family Violence).

SIGNATORIES

Signed on behalf of each Employer listed in Appendix 1 by:

[name]

Witness signature

Authority to sign:

Witness name:

Address:

Date:

Signed on behalf of the Health Services Union Victoria No. 3 Branch (trading as the Victorian Allied Health Professionals Association) as a representative of Employees covered by the Agreement:

Craig McGregor

Witness signature

Authority to sign:

Witness name: _____

Secretary of the Health Services Union Victoria No. 3 Branch (trading as the Victorian Allied Health Professionals Association), employee bargaining representative

Address:

Date:

351 William Street
West Melbourne, VIC 3003

APPENDIX 1 – LIST OF EMPLOYERS

- | | | | |
|----|--|----|--|
| 1 | Albury Wodonga Health (locations in Victoria including Wodonga Campus) | 42 | Maryborough District Health Service |
| 2 | Alexandra District Health | 43 | Melbourne Health |
| 3 | Alfred Health | 44 | Mercy Hospitals Victoria Limited |
| 4 | Alpine Health | 45 | Mildura Base Public Hospital |
| 5 | Austin Health | 46 | Monash Health |
| 6 | Bairnsdale Regional Health Service | 47 | Moyne Health Services |
| 7 | Ballarat Health Services | 48 | NCN Health |
| 8 | Barwon Health | 49 | Northeast Health Wangaratta |
| 9 | Bass Coast Health | 50 | Northern Health |
| 10 | Beaufort and Skipton Health Service | 51 | Omeo District Health |
| 11 | Beechworth Health Service | 52 | Orbost Regional Health |
| 12 | Benalla Health | 53 | Peninsula Health |
| 13 | Bendigo Health | 54 | Peter MacCallum Cancer Institute |
| 14 | Calvary Health Care Bethlehem Limited | 55 | Portland District Health |
| 15 | Casterton Memorial Hospital | 56 | Robinvale District Health Services |
| 16 | Castlemaine Health | 57 | Rochester & Elmore District Health Service |
| 17 | Central Gippsland Health Service | 58 | Royal Victorian Eye & Ear Hospital |
| 18 | Central Highlands Rural Health | 59 | Rural Northwest Health |
| 19 | Colac Area Health | 60 | Seymour Health |
| 20 | Corryong Health | 61 | South Gippsland Hospital |
| 21 | Dental Health Services Victoria | 62 | South West Healthcare |
| 22 | Djerriwarrh Health Services | 63 | St Vincent's Hospital (Melbourne) Limited |
| 23 | East Grampians Health Serv | 64 | Stawell Regional Health |
| 24 | East Wimmera Health Service | 65 | Swan Hill District Health |
| 25 | Eastern Health | 66 | Tallangatta Health Service |
| 26 | Echuca Regional Health | 67 | Terang and Mortlake Health Services |
| 27 | Edenhope & District Memorial Hospital | 68 | The Queen Elizabeth Centre |
| 28 | Gippsland Southern Health Service | 69 | The Royal Children's Hospital |
| 29 | Goulburn Valley Health | 70 | The Royal Women's Hospital |
| 30 | Great Ocean Road Health | 71 | Timboon & District Health Care Service |
| 31 | Heathcote Health | 72 | Tweddle Child & Family Health Service |
| 32 | Hesse Rural Health Service | 73 | West Gippsland Healthcare Group |
| 33 | Heywood & District Memorial Hospital | 74 | West Wimmera Health Service |
| 34 | Inglewood & Districts Health Service | 75 | Western District Health Service |
| 35 | Kerang District Health | 76 | Western Health |
| 36 | Kilmore & District Hospital | 77 | Wimmera Health Care Group |
| 37 | Kooweerup Regional Health Services | 78 | Yarram and District Health Service |
| 38 | Kyabram and District Health Service | 79 | Yarrawonga Health |
| 39 | Latrobe Regional Hospital | 80 | Yea & District Memorial Hospital |
| 40 | Mallee Track Health and Community Service | | |
| 41 | Mansfield District Hospital | | |

APPENDIX 2 – WAGE RATES

PART A: AHP1 WAGE RATES

Classification	Year	Current	FFPOA 1 July 2020
AHP1 CLASSIFICATIONS			
GENERAL AHP1 CLASSIFICATIONS ONLY			
Intern (Medical Imaging Technologist & Nuclear Medicine Technologist only) - 3 year degree	-	\$952.20	\$976.00
Intern (Medical Imaging Technologist & Nuclear Medicine Technologist only) - Masters degree (new)	-	\$952.20	\$1,038.10
Grade 1	1	\$1,150.70	\$1,179.50
	2	\$1,223.50	\$1,254.10
	3	\$1,285.60	\$1,317.70
	4	\$1,364.30	\$1,398.40
	5	\$1,423.60	\$1,459.20
	6	\$1,488.50	\$1,525.70
	7	\$1,563.20	\$1,602.30
Grade 2	1	\$1,564.00	\$1,603.10
	2	\$1,635.80	\$1,676.70
	3	\$1,736.30	\$1,779.70
	4	\$1,797.90	\$1,842.80
Grade 3A	1	\$1,800.70	\$1,845.70
	2	\$1,826.10	\$1,871.80
	3	\$1,846.10	\$1,892.30
	4	\$1,903.60	\$1,951.20
Grade 3	1	\$1,805.00	\$1,850.10
	2	\$1,868.40	\$1,915.10
	3	\$1,918.40	\$1,966.40

Classification	Year	Current	FFPPOA 1 July 2020
	4 (not applicable to Allied Health Managers)	\$2,062.20	\$2,113.80
	4B (only applies to Allied Health Managers) (new)	\$2,062.20	\$2,184.70
Grade 4	1	\$2,185.40	\$2,240.00
	2	\$2,259.00	\$2,315.50
	3	\$2,333.20	\$2,391.50
	4	\$2,407.90	\$2,468.10
Grade 5	-	\$2,717.00	\$2,784.90
Grade 6	-	\$2,950.20	\$3,024.00
Grade 7	-	\$3,299.00	\$3,381.50
RADIATION THERAPY TECHNOLOGIST ONLY			
Intern - 3 year degree	-	\$952.20	\$976.00
Intern - Masters degree (new)	-	\$952.20	\$1,038.10
Grade 1	1	\$1,150.70	\$1,179.50
	2	\$1,223.50	\$1,254.10
	3	\$1,285.60	\$1,317.70
	4	\$1,364.30	\$1,398.40
	5	\$1,423.60	\$1,459.20
	6	\$1,488.50	\$1,525.70
	7	\$1,563.20	\$1,602.30
Grade 2	1	\$1,488.50	\$1,525.70
	2	\$1,564.00	\$1,603.10
	3	\$1,635.80	\$1,676.70
	4	\$1,736.30	\$1,779.70

Classification	Year	Current	FFPPOA 1 July 2020
	5	\$1,797.90	\$1,842.80
Grade 3A	1	\$1,800.70	\$1,845.70
	2	\$1,826.10	\$1,871.80
	3	\$1,846.10	\$1,892.30
	4	\$1,903.60	\$1,951.20
Grade 3	1	\$1,805.00	\$1,850.10
	2	\$1,868.40	\$1,915.10
	3	\$1,918.30	\$1,966.30
	4	\$2,062.20	\$2,113.80
Grade 4	1	\$2,116.00	\$2,168.90
	2	\$2,462.80	\$2,524.40
Grade 5	1	\$2,653.60	\$2,719.90
	2	\$2,717.10	\$2,785.00
Grade 6	1	\$2,880.80	\$2,952.80
	2	\$3,044.50	\$3,120.60
Grade 7	1	\$3,257.80	\$3,339.20
	2	\$3,470.70	\$3,557.50
SONOGRAPHER ONLY			
Grade 1	1	\$1,150.70	\$1,179.50
	2	\$1,223.50	\$1,254.10
	3	\$1,285.60	\$1,317.70
	4	\$1,364.30	\$1,398.40
Grade 2	1	\$1,488.50	\$1,525.70
	2	\$1,564.00	\$1,603.10
	3	\$1,635.80	\$1,676.70
Grade 3	1	\$1,805.00	\$1,850.10
	2	\$1,868.40	\$1,915.10

Classification	Year	Current	FFPPOA 1 July 2020
	3	\$1,918.40	\$1,966.40
	4	\$2,062.20	\$2,113.80
Grade 4	1	\$2,185.40	\$2,240.00
	2	\$2,259.00	\$2,315.50
	3	\$2,333.20	\$2,391.50
	4	\$2,407.90	\$2,468.10
Grade 5	-	\$2,717.00	\$2,784.90
Grade 6	-	\$2,950.20	\$3,024.00
Grade 7	-	\$3,299.00	\$3,381.50

PART B – AHP2 WAGE RATES

Classification	Year	Current	FFPPOA 1 July 2020
AHP2 CLASSIFICATIONS			
BIOMEDICAL TECHNOLOGISTS			
Grade 1	1	\$1,121.50	\$1,149.50
	2	\$1,142.70	\$1,171.30
	3	\$1,157.10	\$1,186.00
	4	\$1,212.60	\$1,242.90
Grade 2	1	\$1,210.60	\$1,240.90
	2	\$1,262.50	\$1,294.10
	3	\$1,335.40	\$1,368.80
	4	\$1,353.10	\$1,386.90
	5	\$1,413.80	\$1,449.10
Grade 3	1	\$1,388.90	\$1,423.60
	2	\$1,442.30	\$1,478.40
	3	\$1,496.00	\$1,533.40
	4	\$1,586.90	\$1,626.60
Grade 4	1	\$1,584.90	\$1,624.50
	2	\$1,639.20	\$1,680.20
	3	\$1,698.50	\$1,741.00
	4	\$1,752.40	\$1,796.20
CHILD PSYCHOTHERAPIST			
Level 1	1	\$1,139.10	\$1,167.60
	2	\$1,188.90	\$1,218.60
	3	\$1,249.20	\$1,280.40
	4	\$1,306.30	\$1,339.00

Classification	Year	Current	FFPPOA 1 July 2020
	5	\$1,367.10	\$1,401.30
	6	\$1,424.50	\$1,460.10
	7	\$1,531.00	\$1,569.30
Level 2	1	\$1,584.60	\$1,624.20
	2	\$1,605.00	\$1,645.10
	3	\$1,673.40	\$1,715.20
	4	\$1,724.60	\$1,767.70
	5	\$1,786.00	\$1,830.70
Level 3	1	\$1,817.00	\$1,862.40
	2	\$1,883.60	\$1,930.70
	3	\$1,989.90	\$2,039.60
Level 4	1	\$2,028.90	\$2,079.60
	2	\$2,103.50	\$2,156.10
	3	\$2,202.90	\$2,258.00
CLIENT ADVISOR/REHABILITATION CONSULTANT			
Grade 1	1	\$1,418.50	\$1,454.00
	2	\$1,448.80	\$1,485.00
	3	\$1,482.00	\$1,519.10
	4	\$1,547.00	\$1,585.70
	5	\$1,577.40	\$1,616.80
	6	\$1,645.10	\$1,686.20
Grade 2	1	\$1,692.40	\$1,734.70
	2	\$1,733.20	\$1,776.50
	3	\$1,775.50	\$1,819.90
	4	\$1,837.00	\$1,882.90
Grade 3	1	\$1,880.80	\$1,927.80

Classification	Year	Current	FFPPOA 1 July 2020
	2	\$1,921.00	\$1,969.00
	3	\$2,002.10	\$2,052.20
	1	\$2,140.90	\$2,194.40
Grade 4	2	\$2,213.30	\$2,268.60
	3	\$2,287.10	\$2,344.30
	COMMUNITY DEVELOPMENT WORKER		
Class 1	1	\$1,089.20	\$1,116.40
	2	\$1,132.40	\$1,160.70
	3	\$1,175.60	\$1,205.00
	4	\$1,256.60	\$1,288.00
Class 2A	1	\$1,170.50	\$1,199.80
	2	\$1,175.60	\$1,220.20
	3	\$1,219.00	\$1,266.70
	4	\$1,262.80	\$1,317.10
	5	\$1,310.60	\$1,343.40
	6	\$1,356.40	\$1,390.30
	7	\$1,376.00	\$1,410.40
	8	\$1,446.20	\$1,482.40
	9	\$1,492.00	\$1,529.30
	10	\$1,537.80	\$1,576.20
	11	\$1,598.50	\$1,638.50
Class 2B	1	\$1,446.20	\$1,482.40
	2	\$1,492.00	\$1,529.30
	3	\$1,537.80	\$1,576.20
	4	\$1,584.00	\$1,623.60
	5	\$1,627.60	\$1,668.30

Classification	Year	Current	FFPPOA 1 July 2020
	6	\$1,675.40	\$1,717.30
	7	\$1,736.90	\$1,780.30
Class 3	1	\$1,584.00	\$1,623.60
	2	\$1,627.60	\$1,668.30
	3	\$1,675.40	\$1,717.30
	4	\$1,736.90	\$1,780.30
DENTAL PROSTHETIST			
	1	\$1,425.10	\$1,460.70
	2	\$1,434.40	\$1,470.30
	3	\$1,484.70	\$1,521.80
DENTAL TECHNICIANS			
Apprentice	1	\$521.10	\$534.10
	2	\$648.50	\$664.70
	3	\$784.20	\$803.80
	4	\$951.90	\$975.70
Level 1	1	\$1,088.80	\$1,116.00
	2	\$1,100.00	\$1,127.50
	3	\$1,149.00	\$1,177.70
Level 2	1	\$1,211.80	\$1,242.10
	2	\$1,231.00	\$1,261.80
	3	\$1,243.90	\$1,275.00
	4	\$1,304.70	\$1,337.30
Level 3	1	\$1,392.40	\$1,427.20
	2	\$1,401.40	\$1,436.40
	3	\$1,452.00	\$1,488.30
Dental Laboratory Manager	1	\$1,573.80	\$1,613.10

Classification	Year	Current	FFPPOA 1 July 2020
	2	\$1,582.80	\$1,622.40
	3	\$1,633.20	\$1,674.00
MECHANICAL OFFICERS			
Grade 1	1	\$1,531.30	\$1,569.60
	2	\$1,623.70	\$1,664.30
Grade 2	1	\$1,639.30	\$1,680.30
	2	\$1,679.80	\$1,721.80
	3	\$1,741.00	\$1,784.50
	4	\$1,834.00	\$1,879.90
Grade 3	1	\$1,885.90	\$1,933.00
	2	\$1,980.40	\$2,029.90
Grade 4	1	\$2,178.20	\$2,232.70
MEDICAL LABORATORY TECHNICIAN			
Trainee	1	\$635.40	\$651.30
	2	\$730.70	\$749.00
	3	\$873.70	\$895.50
	4	\$1,054.40	\$1,080.80
Attendant Trainee	1	\$959.10	\$983.10
Grade 1	1	\$1,026.20	\$1,051.90
	2	\$1,069.30	\$1,096.00
	3	\$1,112.10	\$1,139.90
	4	\$1,146.80	\$1,175.50
	5	\$1,181.60	\$1,211.10
	6	\$1,216.30	\$1,246.70
	7	\$1,250.90	\$1,282.20
	8	\$1,323.30	\$1,356.40

Classification	Year	Current	FFPPOA 1 July 2020
Grade 2	1	\$1,285.60	\$1,317.70
	2	\$1,332.10	\$1,365.40
	3	\$1,378.30	\$1,412.80
	4	\$1,422.10	\$1,457.70
	5	\$1,482.70	\$1,519.80
RADIATION ENGINEER			
Radiation Imaging Technician (Grade 1)	-	\$1,210.30	\$1,240.60
Grade 1	1	\$1,441.50	\$1,477.50
	2	\$1,506.70	\$1,544.40
Grade 2	1	\$1,556.60	\$1,595.50
	2	\$1,604.20	\$1,644.30
	3	\$1,678.20	\$1,720.20
	4	\$1,759.80	\$1,803.80
Grade 3	1	\$1,873.00	\$1,919.80
	2	\$1,937.40	\$1,985.80
	3	\$1,989.30	\$2,039.00
	4	\$2,099.00	\$2,151.50
Grade 4	1	\$2,235.40	\$2,291.30
	2	\$2,291.30	\$2,348.60
	3	\$2,348.60	\$2,407.30
Deputy Chief	1	\$2,583.50	\$2,648.10
	2	\$2,583.50	\$2,648.10
	3	\$2,648.10	\$2,714.30
	4	\$2,648.10	\$2,714.30
Chief	-	\$2,912.90	\$2,985.70
RENAL DIALYSIS/MEDICAL TECHNICIAN			

Classification	Year	Current	FFPPOA 1 July 2020
Grade 1 Renal Dialysis/Medical Technician	1	\$1,026.20	\$1,051.90
	2	\$1,069.20	\$1,095.90
	3	\$1,086.10	\$1,113.30
	4	\$1,103.20	\$1,130.80
	5	\$1,132.20	\$1,160.50
	6	\$1,195.00	\$1,224.90
Grade 2 Renal Dialysis	1	\$1,187.10	\$1,216.80
	2	\$1,249.50	\$1,280.70
	3	\$1,319.40	\$1,352.40
	4	\$1,380.10	\$1,414.60
RESEARCH TECHNOLOGISTS (RESEARCH SCIENTISTS) - PETER MACCALLUM ONLY			
Trainee - Part-time student			
1st Year of course		\$639.30	\$655.25
2nd Year of course		\$767.10	\$786.30
3rd Year of course		\$958.90	\$982.90
4th Year of course		\$1,086.70	\$1,113.90
5th Year of course and thereafter		\$1,150.70	\$1,179.50
Trainee - Full time student			
A trainee who is in their 1st year of their course		\$639.30	\$655.25
A trainee who has not passed all of the subjects in the 1st year of their course		\$767.10	\$786.30
A trainee who has passed all of the subjects in the 1st year of their course		\$958.90	\$982.90
A trainee who has not passed all of the subjects in the 2nd year of their course		\$1,086.70	\$1,113.90
A trainee who has passed all of the subjects in the 2nd year of their course, and thereafter		\$1,150.70	\$1,179.50

Classification	Year	Current	FFPPOA 1 July 2020
A trainee who has not passed all of the subjects of study in the 2nd year of the course who is now in their 3rd year of the course, and thereafter		\$1,150.70	\$1,179.50
Adult Trainee - Minimum rate for adult trainee		\$1,022.80	\$1,048.40
Level A (1)			
RESEARCH ASSIST 1		\$1,278.50	\$1,310.50
RESEARCH ASSIST 2		\$1,339.00	\$1,372.50
RESEARCH ASSIST 3		\$1,399.60	\$1,434.60
RESEARCH ASSIST 4		\$1,448.90	\$1,485.10
RESEARCH ASSIST 5		\$1,497.90	\$1,535.30
RESEARCH ASSIST 6 OFFR 1		\$1,547.30	\$1,586.00
RESEARCH ASSIST 7 OFFR 2		\$1,596.30	\$1,636.20
RESEARCH ASSIST 8 OFFR 3		\$1,674.10	\$1,716.00
SNR RESEARCH ASST 1		\$1,734.70	\$1,778.10
SNR RESEARCH ASST 2		\$1,834.60	\$1,880.50
Level B (2)			
SNR RESEARCH OFFR 1		\$1,734.70	\$1,778.10
SNR RESEARCH OFFR 2		\$1,796.80	\$1,841.70
SNR RESEARCH OFFR 3		\$1,859.60	\$1,906.10
SNR RESEARCH OFFR 4/RES FELLOW 1		\$1,921.90	\$1,969.90
SNR RESEARCH OFFR 4/RES FELLOW 2		\$1,984.80	\$2,034.40
SNR RESEARCH OFFR 4/RES FELLOW 3		\$2,047.40	\$2,098.60
SNR RESEARCH OFFR 7		\$2,110.30	\$2,163.10
SNR RESEARCH OFFR 8		\$2,172.70	\$2,227.00
Level C			
SNR RESEARCH FELLOW 1		\$2,110.30	\$2,163.10

Classification	Year	Current	FFPPOA 1 July 2020
SNR RESEARCH FELLOW 2		\$2,172.70	\$2,227.00
SNR RESEARCH FELLOW 3		\$2,235.60	\$2,291.50
SNR RESEARCH FELLOW 4		\$2,298.10	\$2,355.60
SNR RESEARCH FELLOW 5		\$2,360.90	\$2,419.90
SNR RESEARCH FELLOW 6		\$2,429.30	\$2,490.00
Level D			
PRINCIPAL SNR FELLOW 1		\$2,548.70	\$2,612.40
PRINCIPAL SNR FELLOW 2		\$2,632.70	\$2,698.50
PRINCIPAL SNR FELLOW 3		\$2,716.20	\$2,784.10
PRINCIPAL SNR FELLOW 4		\$2,772.60	\$2,841.90
Level E			
SNR PRINCIPAL RES FELLOW		\$3,202.80	\$3,282.90
TECHNICAL OFFICER			
Grade 1	1	\$1,121.50	\$1,149.50
	2	\$1,142.70	\$1,171.30
	3	\$1,157.10	\$1,186.00
	4	\$1,212.60	\$1,242.90
Grade 2	1	\$1,210.60	\$1,240.90
	2	\$1,262.50	\$1,294.10
	3	\$1,335.40	\$1,368.80
	4	\$1,353.10	\$1,386.90
	5	\$1,413.80	\$1,449.10
Grade 3	1	\$1,388.90	\$1,423.60
	2	\$1,442.30	\$1,478.40
	3	\$1,496.00	\$1,533.40
	4	\$1,586.90	\$1,626.60

Classification	Year	Current	FFPPOA 1 July 2020
Grade 4	1	\$1,584.90	\$1,624.50
	2	\$1,639.20	\$1,680.20
	3	\$1,698.50	\$1,741.00
	4	\$1,790.10	\$1,834.90
WELFARE WORKER			
Unqualified	1	\$877.00	\$898.90
	2	\$923.00	\$946.10
	3	\$942.10	\$965.70
	4	\$975.80	\$1,000.20
	5	\$1,001.70	\$1,026.70
	6	\$1,038.70	\$1,064.70
	7	\$1,105.00	\$1,132.60
Class 1	1	\$1,003.80	\$1,028.90
	2	\$1,057.80	\$1,084.20
	3	\$1,081.00	\$1,108.00
	4	\$1,120.10	\$1,148.10
	5	\$1,150.70	\$1,179.50
	6	\$1,194.10	\$1,224.00
	7	\$1,265.60	\$1,297.20
Class 2	1	\$1,150.70	\$1,194.90
	2	\$1,194.10	\$1,238.40
	3	\$1,260.40	\$1,285.60
	4	\$1,310.50	\$1,336.70
	5	\$1,330.30	\$1,363.60
Class 2A (new)	1	\$1,367.40	\$1,394.70
	2	\$1,405.70	\$1,433.80

Classification	Year	Current	FFPPOA 1 July 2020
	3	\$1,436.00	\$1,464.70
	4	\$1,499.70	\$1,529.70
	5	\$1,555.10	\$1,586.20
Class 3	1	\$1,269.80	\$1,301.50
	2	\$1,312.50	\$1,345.30
	3	\$1,386.10	\$1,420.80
Class 3A (new)	1	\$1,367.40	\$1,408.40
	2	\$1,405.70	\$1,447.90
	3	\$1,436.00	\$1,479.10
	4	\$1,499.70	\$1,544.70
	5	\$1,555.10	\$1,601.80
Class 4	1	\$1,382.40	\$1,417.00
	2	\$1,421.80	\$1,457.30
	3	\$1,495.90	\$1,533.30
Class 4A (new)	1	\$1,382.40	\$1,422.10
	2	\$1,421.80	\$1,461.90
	3	\$1,495.90	\$1,533.30
	4	\$1,495.90	\$1,559.70
	5	\$1,555.10	\$1,617.30
YOUTH WORKER			
Class 1	1	\$1,054.60	\$1,081.00
	2	\$1,111.90	\$1,139.70
	3	\$1,136.10	\$1,164.50
	4	\$1,177.70	\$1,207.10
	5	\$1,210.10	\$1,240.40
	6	\$1,256.20	\$1,287.60

Classification	Year	Current	FFPPOA 1 July 2020
	7	\$1,340.40	\$1,373.90
Class 2	1	\$1,210.10	\$1,240.40
	2	\$1,256.20	\$1,287.60
	3	\$1,301.60	\$1,334.10
	4	\$1,347.50	\$1,381.20
	5	\$1,408.10	\$1,443.30
Class 2A (new)	1	\$1,367.40	\$1,394.70
	2	\$1,405.70	\$1,433.80
	3	\$1,436.00	\$1,464.70
	4	\$1,499.70	\$1,529.70
	5	\$1,555.10	\$1,586.20
Class 3	1	\$1,347.50	\$1,381.20
	2	\$1,393.40	\$1,428.20
	3	\$1,469.40	\$1,506.10
Class 3A (new)	1	\$1,347.50	\$1,408.40
	2	\$1,393.40	\$1,447.90
	3	\$1,469.40	\$1,506.10
	4	\$1,499.70	\$1,544.70
	5	\$1,555.10	\$1,601.80
Class 4	1	\$1,468.10	\$1,504.80
	2	\$1,510.00	\$1,547.80
	3	\$1,586.90	\$1,626.60

APPENDIX 3 – ALLOWANCES

Allowance	Current	FFPPOA 1 July 2020
CATT on-call allowance	\$115.55	\$118.45
Supervisors Allowance*	\$82.75	\$84.80
<i>*Medical Tech/Renal Dialysis Tech Only</i>		
Shift Allowances		
AHP1 Classifications		
Morning Shift - 2.5% of AHP1, GR1 YEAR 1 (excluding Interns and Grade 3 AHM)	\$28.80	\$29.50
Afternoon Shift - 2.5% of AHP1, GR1 YEAR 1 (excluding Interns and Grade 3 AHM)	\$28.80	\$29.50
Morning/Afternoon Shift (Interns only)	\$28.80	\$39.40
Morning/Afternoon Shift (Grade 3 AHM only)	\$28.80	\$67.00
Night Shift	\$65.55	\$67.20
Permanent Night	\$77.50	\$79.45
Change of Shift - 4% of AHP1, GR1 YEAR 1	\$46.05	\$47.20
Medical Technicians and Medical Laboratory Technicians		
Morning Shift - 2.5% of GR1 YEAR 1	\$25.70	\$26.30
Afternoon Shift - 2.5% of GR1 YEAR 1	\$25.70	\$26.30
Night Shift	\$65.55	\$67.20
Permanent Night	\$77.50	\$79.45
Change of Shift - 4% of GR1 YEAR 1	\$41.10	\$42.10
Child Psychotherapists		
Morning Shift - 2.5% of GR1 YEAR 1	\$28.50	\$48.00
Afternoon Shift - 2.5% of GR1 YEAR 1	\$28.50	\$48.00

Allowance	Current	FFPPOA 1 July 2020
Night Shift	\$65.55	\$67.20
Permanent Night	\$77.50	\$79.45
Change of Shift - 4% of GR1 YEAR 1	\$45.60	\$46.70
Biomedical Technologists and Technical Officers		
Morning Shift - 2.5% of GR1 YEAR 1 (excluding Biomedical Technologists)	\$28.05	\$28.75
Afternoon Shift - 2.5% of GR1 YEAR 1 (excluding Biomedical Technologists)	\$28.05	\$28.75
Night Shift	\$65.55	\$67.20
Permanent Night	\$77.50	\$79.45
Change of Shift - 4% of GR1 YEAR 1	\$44.85	\$46.00
Morning/Afternoon Shift (Biomedical Technologists Only)	\$28.05	\$43.00
Client Advisor/Rehabilitation Consultants		
Morning Shift - 2.5% of GR1 YEAR 1	\$35.45	\$36.35
Afternoon Shift - 2.5% of GR1 YEAR 1	\$35.45	\$36.35
Night Shift	\$65.55	\$67.20
Permanent Night	\$77.50	\$79.45
Change of Shift - 4% of GR1 YEAR 1	\$56.75	\$58.15
Community Development Workers		
Morning Shift - 2.5% of Class 1, Year 2	\$28.30	\$52.00
Afternoon Shift - 2.5% of Class 1, Year 2	\$28.30	\$52.00
Night Shift	\$65.55	\$67.20
Permanent Night	\$77.50	\$79.45
Change of Shift - 4% of Class 1, Year 2	\$45.30	\$46.45
Dental Prosthetists		
Morning Shift - 2.5% of Year 1	\$35.65	\$36.50
Afternoon Shift - 2.5% of Year 1	\$35.65	\$36.50
Night Shift	\$65.55	\$67.20

Allowance	Current	FFPPOA 1 July 2020
Permanent Night	\$77.50	\$79.45
Change of Shift - 4% of Year 1	\$57.00	\$58.45
Dental Technicians		
Morning Shift - 2.5% of Level 1, Year 1	\$27.20	\$27.90
Afternoon Shift - 2.5% of Level 1, Year 1	\$27.20	\$27.90
Night Shift	\$65.55	\$67.20
Permanent Night	\$77.50	\$79.45
Change of Shift - 4% of Level 1, Year 1	\$43.55	\$44.65
Mechanical Officers		
Morning Shift - 2.5% of GR1 YEAR 1	\$38.30	\$39.25
Afternoon Shift - 2.5% of GR1 YEAR 1	\$38.30	\$39.25
Night Shift	\$65.55	\$67.20
Permanent Night	\$77.50	\$79.45
Change of Shift - 4% of GR1 YEAR 1	\$61.25	\$62.80
Radiation Engineers		
Morning Shift - 2.5% of GR1 YEAR 1	\$36.05	\$36.95
Afternoon Shift - 2.5% of GR1 YEAR 1	\$36.05	\$36.95
Night Shift	\$65.55	\$67.20
Permanent Night	\$77.50	\$79.45
Change of Shift - 4% of GR1 YEAR 1	\$57.65	\$59.10
Renal Dialysis Technicians		
Morning Shift - 2.5% of GR2 YEAR 1	\$29.70	\$30.40
Afternoon Shift - 2.5% of GR2 YEAR 1	\$29.70	\$30.40
Night Shift	\$65.55	\$67.20
Permanent Night	\$77.50	\$79.45
Change of Shift - 4% of GR2 YEAR 1	\$47.50	\$48.65

Allowance	Current	FFPPOA 1 July 2020
Research Technologists (Research Scientists)		
Morning Shift - 2.5% of Level A (1) RA 1	\$31.95	\$32.75
Afternoon Shift - 2.5% of Level A (1) RA 1	\$31.95	\$32.75
Night Shift	\$65.55	\$67.20
Permanent Night	\$77.50	\$79.45
Change of Shift - 4% of Level A (1) RA 1	\$51.15	\$52.40
Welfare Worker		
Morning Shift - 2.5% of Class 1, Year 1	\$25.10	\$53.20
Afternoon Shift - 2.5% of Class 1, Year 1	\$25.10	\$53.20
Night Shift	\$65.55	\$67.20
Permanent Night	\$77.50	\$79.45
Change of Shift - 4% of Class 1, Year 1	\$40.15	\$41.15
Youth Worker		
Morning Shift - 2.5% of Class 1, Year 1	\$26.35	\$53.20
Afternoon Shift - 2.5% of Class 1, Year 1	\$26.35	\$53.20
Night Shift	\$65.55	\$67.20
Permanent Night	\$77.50	\$79.45
Change of Shift - 4% of Class 1, Year 1	\$42.20	\$43.25
Uniform Allowance		
Per Day	\$1.80	\$1.85
Per Week	\$9.04	\$9.27
Laundry Allowance		
Per Day	\$0.43	\$0.44
Per Week	\$2.15	\$2.20
Maximum Leave Loading		
Weekly Salary Exceeds	\$1,805.00	\$1,850.10

Allowance	Current	FFPPOA 1 July 2020
Loading Amount	\$1,263.50	\$1,295.10
Meal Allowance	\$14.91	\$15.28
Higher Qualification Allowance		
Post Graduate Qualification - 7.5% of AHP1, Grade 1, Year 3	\$96.45	\$98.85
Doctorate - 10% of AHP1, Grade 1, Year 3	\$128.60	\$131.80
Sole Allowance - 5% of AHP1, Grade 1, Year 1	\$57.55	\$59.00
On Call Allowance		
Weekday - 2.5% of AHP1 Grade 1, Year 2	\$30.60	\$31.35
Weekends and Public Holidays - 5% of AHP1 Grade 1, Year 2	\$61.20	\$62.70
Sleepover Allowance		
Social Workers	\$23.75	\$58.65
Community Development Workers	\$23.75	\$58.65
Youth Workers	\$57.20	\$58.65
Welfare Workers	\$63.90	\$65.50
All other Employees	\$59.15	\$60.65
Working Away from Home Allowance		
Weekday - 2.5% of Grade 1, Year 2	\$30.60	\$31.35
Weekends and Public Holidays - 5% of Grade 1, Year 2	\$61.20	\$62.70

APPENDIX 4 – CLASSIFICATION DEFINITIONS

An Employer is not obliged to appoint to each Grade. However where an Employee meets the requirements of the Grade, the Employer will classify them at that Grade (see subclause 85.2 – Classification and Reclassification).

This Appendix is arranged as follows:

General

Section A – Definitions

Allied Health Professional (AHP1)

Section B – AHP1 Classification Descriptors – General

Section C – AHP1 Classification Descriptors – Radiation Therapy Technologist

Section D – AHP1 Classification Descriptors – Sonographer

Schedule 1 – Relevant entry requirements for AHP1 Classifications

Schedule 2 – Specific special knowledge or depth of experience examples

Schedule 3 – Health Information Manager Specialty Area Examples

Schedule 4 – Advanced Practice Roles Grade 3 and 4

Allied Health Professional (AHP2)

Section E – AHP2 Classification Descriptors

SECTION A – DEFINITIONS

1. Definitions

In this classification structure, the following terms are defined as follows:

1.1 Advanced Practice is defined in clause 1 of Schedule 4 of this Appendix 4.

1.2 AHP1 Classification/s means the following professions:

- (a) Art Therapist;
- (b) Cardiac Technologist (Cardiac Physiologist);
- (c) Exercise Physiologist;
- (d) Health Information Manager (Medical Records Administrator);
- (e) Medical Imaging Technologist (Radiographer);
- (f) Medical Librarian;
- (g) Music Therapist;
- (h) Nuclear Medicine Technologist;
- (i) Occupational Therapist;
- (j) Orthoptist;
- (k) Orthotist/Prosthetist;
- (l) Photographer or Illustrator (Medical Photographer or Illustrator);
- (m) Physiotherapist;
- (n) Play Therapist (Child Life Therapist);
- (o) Podiatrist;
- (p) Radiation Therapy Technologist;
- (q) Recreation Therapist;
- (r) Social Worker;
- (s) Sonographer; and
- (t) Speech Pathologist.

1.3 AHP2 Classification/s means the following professions:

- (a) Biomedical Technologist;
- (b) Child Psychotherapist;
- (c) Client Advisor/Rehabilitation Consultant;
- (d) Community Development Worker;
- (e) Dental Prosthetist;
- (f) Dental Technician;

- (g) Medical Laboratory Technician;
- (h) Medical Technician;
- (i) Renal Dialysis Technician;
- (j) Technical Officer;
- (k) Welfare Worker;
- (l) Youth Worker; and
- (m) at the Peter MacCallum Cancer Institute only:
 - (i) Mechanical Officer;
 - (ii) Radiation Engineer; and
 - (iii) Research Technologist (Research Scientist).

1.4 Allied Health Manager means an Employee required to undertake responsibility for the organisation of the department and the supervision of staff and/or to manage a service wide program and who has responsibility for budgets, management of staff, clinical and service outcomes in the program, provision of professional leadership and guidance of staff. An Employee classified in an Allied Health Manager position may be responsible for a program across a number of sites or be responsible for a multi-disciplinary allied health professional structure across a number of sites or a large department/program for a single professional stream. Allied Health Managers must be Employees from an AHP1 Classification.

1.5 Assistant Allied Health Manager means an Employee required to assist and to deputise for an Allied Health Manager. Assistant Allied Health Managers must be Employees from an AHP 1 Classification.

1.6 Full-Time Employees in the Allied Health Manager and Assistant Allied Health Manager classifications is the effective full-time (i.e. add the number of hours regularly worked by the Employees that report to the Allied Health Manager/Assistant Allied Health Manager and divide by 38 to derive the effective full-time).

SECTION B – AHP1 CLASSIFICATION DESCRIPTORS – GENERAL

AHP1 Classifications – General

1. Application

The AHP1 Classification Descriptors – General apply to all AHP1 Classifications except:

- 1.1 Radiation Therapy Technologist (see Section C of this Appendix 4);
- 1.2 Sonographer with respect to Grades 1, 2 and 3 only. The AHP1 Classification Descriptors – General for Grades 4, 5, 6 and 7 will apply to Sonographers (see Section D of this Appendix 4 for the Sonographer Grades 1, 2 and 3, and an additional Grade 4 descriptor for Sonographers).

2. Intern – Medical Imaging Technologist (Radiographer) and Nuclear Medicine Technologist only

- 2.1 This classification applies to Medical Imaging Technologists (MIT) and Nuclear Medicine Technologists (NMT) only.
- 2.2 An Intern Medical Imaging Technologist or Nuclear Medicine Technologist is an Employee who has obtained a Bachelor of Applied Science (Medical Radiations), Bachelor of Medical Radiation Science, or equivalent who has provisional registration under the National Registration and Accreditation Scheme with the Medical Radiation Practice Board of Australia and is undertaking a clinical placement following the completion of their qualification.

3. Grade 1

Grade 1 – General Definition

- 3.1 A Grade 1 Employee is an Employee who:
 - (a) has a relevant qualification for their profession and/or meets the entry requirements described at Schedule 1 of this Appendix 4;
 - (b) works on routine tasks within the scope of practice for their profession, consulting with a more experienced Employee when problems arise or when dealing with matters they are unfamiliar with; and
 - (c) is able to work with students.
- 3.2 This will generally be the entry level for new graduates.

4. Grade 2

4.1 Grade 2 – General Definition (does not apply to MIT)

A Grade 2 Employee is an Employee required to undertake additional duties/responsibilities to a Grade 1 Employee, for example:

- (a) supervising and training students;
- (b) supervising staff including clinical supervision of Grade 1 Employees;
- (c) performing work which requires special knowledge or depth of experience. In the case of Cardiac Technologists, Medical Librarians, Orthotists/Prosthetists, Physiotherapists, Podiatrists and Social Workers examples of areas in which such work may be performed are listed in Schedule 2 of this Appendix 4;
- (d) being required to take charge of a section of a department;
- (e) holding an equivalent position at a smaller establishment such as a day hospital/centre, nursing home or community health centre;
- (f) in the case of Health Information Manager being responsible for clinical trial/data management at recognised trials including national and international trials; and/or
- (g) in the case of Play Therapist, research/case studies, and/or client and group program supervision and/or evaluation.

4.2 Grade 2 – Medical Imaging Technologist (Radiographer)

A Grade 2 Medical Imaging Technologist is an Employee who is required to undertake additional responsibilities and/or who has additional experience who demonstrates a degree of competence and ability to work independently and without supervision which reflects a level of continuing education and/or practical expertise. Parameters for this position would include one or more of the following:

- (a) a Medical Imaging Technologist who is required to supervise other medical imaging staff including clinical supervision of Grade 1 Employees, and train medical imaging students;
- (b) a Medical Imaging Technologist who is required to supervise a section of a department;
- (c) holds an equivalent position at a smaller establishment such as a day hospital/centre, nursing home or community health centre; or
- (d) a Medical Imaging Technologist who can demonstrate extensive or special knowledge, experience and competence in any of the specialist modalities or areas of additional responsibilities such as computed tomography (CT), digital subtraction angiography (DSA), cardiac angiography, mammography, magnetic resonance imaging (MRI), picture archiving and communication systems (PACS), radiology information system (RIS) or quality assurance activities.

5. Grade 3

5.1 Grade 3 – General Definition

A Grade 3 Employee is an Employee who:

- (a) in addition to undertaking or having the ability to undertake the Grade 2 duties/responsibilities will:
 - (i) normally have at least 7 years' experience in the relevant profession; and
 - (ii) possesses specific knowledge in and works in an area of their profession (clinical, educational, research and/or managerial) recognised as requiring high levels of specialist knowledge; or
- (b) is an Allied Health Manager or Assistant Allied Health Manager as defined in subclause 1.4 or 1.5 of Section A of this Appendix 4 who meets the requirements of subclause 5.4(b)(i), (ii), (iii) or (iv) of Section B of this Appendix 4.

In the case of a Health Information Manager, examples of specialised knowledge are at Schedule 3.

5.2 Role function

An Employee in a Grade 3 position performs duties within or across the following areas of expertise:

- (a) Clinical;
- (b) Managerial;
- (c) Education; and/or
- (d) Research.

5.3 Clinical

- (a) Indicative duties/responsibilities include:
 - (i) working in a clinical area of their profession that requires high levels of specialist knowledge;
 - (ii) clinical supervision of Grade 1 and Grade 2 Employees;
 - (iii) management of quality improvement;
 - (iv) acting on expert advisory committees;
 - (v) providing specialist advice to other Employees or staff in their profession/discipline or other disciplines including secondary consultation; and/or
 - (vi) having an Advanced Practice role (as defined in clause 1 of Schedule 4 of this Appendix 4) within the level of responsibility appropriate for a Grade 3 Employee as described at Schedule 4 of this Appendix 4.
- (b) A Grade 3 Employee whose duties are mostly within the Clinical area of expertise may be described as a Senior Clinician.

5.4 Managerial

- (a) Indicative duties/responsibilities include:
 - (i) administrative functions;
 - (ii) mentoring and/or managerial supervision of Employees;
 - (iii) advocating to more senior management on behalf of their team;
 - (iv) budget and/or human resource management; and/or
 - (v) being a manager of a team (discipline specific or multi-disciplinary) including in a community health setting or similar.
- (b) A Grade 3 Employee whose duties are mostly within the Managerial area of expertise may be an:
 - (i) other than for Orthotists/Prosthetists, Allied Health Manager (as defined in subclause 1.4 of Section A of this Appendix 4) Grade 3 in charge of 1 to 14 Full-Time Employees and/or other staff not covered by this Agreement totalling 6 to 25 in number, save that:
 - A. an Allied Health Manager (as defined in subclause 1.4 of Section A of this Appendix 4) Grade 3 in charge of 6 to 14 Full-Time Employees and/or other staff not covered by this Agreement totalling 15 to 25 in number will commence at the Grade 3 Year 4 rate of pay;
 - (ii) for Orthotists/Prosthetists, Allied Health Manager (as defined in subclause 1.4 of Section A of this Appendix 4) Grade 3 in charge of 1 to 8 Full-Time Employees, save that:
 - A. an Orthotist/Prosthetist Allied Health Manager (as defined in subclause 1.4 of Section A of this Appendix 4) Grade 3 in charge of 4 to 8 Full-Time Employees will commence at the Grade 3 Year 4 rate of pay;
 - (iii) other than for Medical Imaging Technologists, Assistant Allied Health Manager (as defined in subclause 1.4 of Section A of this Appendix 4) Grade 3 required to assist and to deputise for an Allied Health Manager who is in charge of at least 6 Full-Time Employees and/or other staff not covered by this Agreement totalling at least 15 in number;
 - (iv) for Medical Imaging Technologists, Assistant Allied Health Manager (as defined in subclause 1.4 of Section A of this Appendix 4) required to assist and deputise for an Allied Health Manager who is in charge of 6 to 24 Full-Time Employees and/or other staff not covered by this Agreement totalling 15 to 27 in number, save that:
 - A. a Medical Imaging Technologist Assistant Allied Health Manager (as defined in subclause 1.4 of Section A of this Appendix 4) required to assist and deputise for an Allied Health Manager who is in charge of 15 to 24 Full-Time Employees and/or other staff not covered by this Agreement totalling 26 to 27 in number will

commence at the Grade 3 Year 4 rate of pay; or

- (v) other Grade 3 managerial role.

5.5 Education

- (a) Indicative duties/responsibilities include:

- (i) teaching under-graduate students, post graduate students and/or interns, primarily in a clinical setting;
- (ii) lecturing in their clinical speciality;
- (iii) providing education to staff from other professions;
- (iv) coordination of student placements;
- (v) assisting a Grade 4 Clinical Educator (if applicable);
- (vi) in the case of a Cardiac Technologist, Health Information Manager, Medical Imaging Technologist and Nuclear Medicine Technologist, having a proven record in teaching; and/or
- (vii) in the case of Medical Imaging Technologist, being a clinical educator in a department of less than 25.

- (b) A Grade 3 Employee whose duties are mostly within the Education area of expertise may be described as a Clinical Educator.

5.6 Research

- (a) Indicative duties/responsibilities include:

- (i) research;
- (ii) service development including new practice/s in the profession;
- (iii) complex project planning and management;
- (iv) contributing to the research program and mentoring staff;
- (v) assisting a Grade 4 Researcher (if applicable); and/or
- (vi) in the case of a Cardiac Technologist, Health Information Manager, Medical Imaging Technologist and Nuclear Medicine Technologist, having a proven record in research.

- (b) A Grade 3 Employee whose duties are mostly within the Research area of expertise may be described as an Allied Health Researcher.

6. Grade 4

6.1 Grade 4 – General Definition

A Grade 4 Employee is an Employee who:

- (a) in addition to undertaking or having the ability to undertake the Grade 3 responsibilities, has extensive specialised knowledge in their profession or an area of their profession, and/or is at a supervisory level in one or more of the specific areas of their profession which require extensive specialised knowledge and:

- (i) would normally have at least 10 years' experience in the relevant profession; and
 - (ii) holds significant educational, administrative, managerial, research and/or clinical responsibilities; or
- (b) is an Allied Health Manager or Assistant Allied Health Manager as defined in subclause 1.4 or 1.5 of Section A of this Appendix 4 and meets the requirements of subclause 6.4(b)(i), (ii) or (iii) of Section B of this Appendix 4.

6.2 Role function

An Employee in a Grade 4 position performs duties within or across the following areas of expertise:

- (a) Clinical;
- (b) Managerial;
- (c) Education; and/or
- (d) Research.

6.3 Clinical

(a) Indicative duties/responsibilities include:

- (i) being at a supervisory level in one or more clinical areas of their profession;
- (ii) being a specialist in a clinical area of their profession which requires extensive specialised knowledge and performance;
- (iii) mentoring and/or professional supervision of other Employees;
- (iv) having higher academic achievements, such as a post-graduate qualification;
- (v) performing an Advanced Practice role (as defined in clause 1 of Schedule 4 of this Appendix 4) within the level of responsibility appropriate for a Grade 4 Employee as described at Schedule 4 of this Appendix 4;
- (vi) clinical leadership for a team or stream of care; and/or
- (vii) in the case of a Medical Imaging Technologist only, is in a large or multi-campus department and is either at a senior level in one or more of the specific branches of their profession which require extensive specialised knowledge and performance or over multiple diagnostic units in the same modality.

(b) A Grade 4 Employee whose duties are mostly within the Clinical area of expertise may be described as a Lead or Advanced Clinician.

6.4 Managerial

(a) Indicative duties/responsibilities include:

- (i) management of a program/s, such as the quality assurance program;
- (ii) management/supervision of staff within a program;

- (iii) in the case of Medical Imaging Technologist and Nuclear Medicine Technologist, management of imaging specific computer systems; and/or
 - (iv) budget and/or human resource management in a department or area that may have a larger number of staff than a department or area managed by a Grade 3 Manager.
- (b) A Grade 4 Employee whose duties are mostly within the Managerial area of specialisation may be an:
- (i) other than for Orthotists/Prosthetists, Allied Health Manager (as defined in subclause 1.4 of Section A of this Appendix 4) Grade 4 in charge of 15 to 39 Full-Time Employees and/or other staff not covered by this Agreement totalling 26 to 45 in number, save that
 - A. an Allied Health Manager (as defined in subclause 1.4 of Section A of this Appendix 4) Grade 4 in charge of 25 to 39 Full-Time Employees and/or other staff not covered by this Agreement totalling 28 to 45 in number will commence at the Grade 4 Year 4 rate of pay;
 - (ii) for Orthotists/Prosthetists, Allied Health Manager (as defined in subclause 1.4 of Section A of this Appendix 4) Grade 4 in charge of at least 9 to 39 Full-Time Employees;
 - (iii) for Medical Imaging Technologists, Assistant Allied Health Manager (as defined in subclause 1.4 of Section A of this Appendix 4) who is required to assist and to deputise for an Allied Health Manager who is in charge of at least 25 Full-Time Employees and/or other staff not covered by this Agreement totalling at least 28 in number, save that:
 - A. a Medical Imaging Technologist Assistant Allied Health Manager (as defined in subclause 1.4 of Section A of this Appendix 4) who is required to assist and to deputise for an Allied Health Manager who is in charge of at least 40 Full-Time Employees and/or other staff not covered by this Agreement totalling at least 46 in number will commence at the Grade 4 Year 4 rate of pay; or
 - (iv) other Grade 4 managerial role.

6.5 7.5 Education

- (a) Indicative duties/responsibilities include:
- (i) managing the clinical teaching program of a department or a profession at the Employer;
 - (ii) provision of specialist education programs;
 - (iii) directing, coordinating and providing academic supervision of undergraduate and/or post graduate students;
 - (iv) being a clinical educator in a department of 25 or more;

- (v) administering and managing relationships with universities and other education providers; and/or
 - (vi) managing the Allied Health clinical teaching and/or training program.
- (b) A Grade 4 Employee whose duties are mostly within the Education area of expertise may be described as a Lead Clinical Educator.

6.6 Research

- (a) Indicative duties/responsibilities include:
- (i) managing the department's research program;
 - (ii) directing and coordinating research and clinical trials;
 - (iii) being the primary initiator of funding applications;
 - (iv) publishing in their clinical speciality; and/or
 - (v) leading and driving the research agenda and capability in the department or service.
- (b) A Grade 4 Employee whose duties are mostly within the Research area of expertise may be described as a Lead Allied Health Researcher.

7. Grade 5

A Grade 5 Employee is an Employee who is an Allied Health Manager (as defined in subclause 1.4 of Section A of this Appendix 4) in charge of 40 to 85 Full-Time Employees and/or other staff not covered by this Agreement totalling 46 to 90 in number.

8. Grade 6

A Grade 6 Employee is an Employee who is:

- 8.1 an Allied Health Manager (as defined in subclause 1.4 of Section A of this Appendix 4) in charge of at least 86 Full-Time Employees and/or other staff not covered by this Agreement totalling at least 91 in number; or
- 8.2 a Deputy Director of Allied Health.

9. Grade 7

A Grade 7 Employee is an Employee who is a Director of Allied Health.

SECTION C – AHP1 CLASSIFICATION DESCRIPTORS – RADIATION THERAPY TECHNOLOGIST

AHP1 Classification Descriptors – Radiation Therapy Technologist

1. Intern

An Employee who has obtained a Bachelor of Applied Science (Medical Radiations), Bachelor of Medical Radiation Science, or equivalent who has provisional registration under the National Registration and Accreditation Scheme with the Medical Radiation Practice Board of Australia and is undertaking a clinical placement following the completion of their qualification.

2. Radiation Therapy Technologist Grade 1 (Qualified)

An Employee who has obtained a Bachelor of Applied Science (Medical Radiations), Bachelor of Medical Radiation Science, or equivalent who is registered under the National Registration and Accreditation Scheme with the Medical Radiation Practice Board of Australia.

3. Radiation Therapy Technologist Grade 2

A Radiation Therapy Technologist who is required to undertake additional responsibilities such as a major tutoring role or a role requiring specialised knowledge in computer technology, simulation or brachytherapy.

4. Radiation Therapy Technologist Grade 3

[Formerly Radiation Therapy Technologist Grade 2(a) and (b)]

A Radiation Therapy Technologist:

- 4.1** second in charge of Treatment Unit - undertakes responsibility additional to that of the Grade 1 Radiation Therapy Technologist;
- 4.2** in charge of a Treatment Unit - in charge of a Treatment Unit (MVT, DXRT, SXRT), peripheral unit, or planning sub-unit; or
- 4.3** who:
 - (a) in addition to undertaking or having the ability to undertake the Grade 2 responsibilities will normally have at least 7 years' experience in their profession;
 - (b) possesses specific knowledge in and works in an area of their profession (clinical, educational, research and/or managerial) recognised as requiring high levels of specialist knowledge; and

- (c) has an Advanced Practice role (as defined in clause 1 of Schedule 4 of this Appendix 4) within the level of responsibility appropriate for a Grade 3 Employee as described at Schedule 4 of this Appendix 4.

5. Radiation Therapy Technologist Grade 4

[Formerly Radiation Therapy Technologist Grade 2(c) and Grade 3]

A Radiation Therapy Technologist:

- 5.1** in charge of a departmental unit – in charge of a treatment, planning or peripheral unit;
- 5.2** who has a major Administrative role - undertakes significant administrative or educational responsibilities; or
- 5.3** who in addition to undertaking or having the ability to undertake the Grade 3 responsibilities at subclause 4.3 of section C of this Appendix 4, has extensive specialised knowledge in their profession or an area of their profession, and/or is at a supervisory level in one or more of the specific areas of their profession which require extensive specialised knowledge and:
 - (a) would normally have at least 10 years' experience in their profession;
 - (b) holds significant educational, administrative, managerial, research and/or clinical responsibilities; and
 - (c) performs an advanced practice role (as defined in clause 1 of Schedule 4 of this Appendix 4) within the level of responsibility appropriate for a Grade 4 Employee as described at Schedule 4 of this Appendix 4.

6. Grade 5 Assistant Radiation Therapy Manager Level 1(#)

(#) Peter MacCallum Cancer Institute cannot use this classification

A Radiation Therapy Technologist who efficiently and effectively leads, manages and provides direction to a Section or substantial operational area of the radiation therapy service.

7. Grade 5 Assistant Radiation Therapy Manager Level 2

A Radiation Therapy Technologist who, efficiently and effectively, leads, manages and provides direction to a Section or substantial operational area in a large multi campus radiotherapy service, or a satellite centre of the radiation therapy service.

8. Grade 6 Deputy Radiation Therapy Manager Level 1

A Radiation Therapy Technologist who provides management assistance and operational support to the Radiation Therapy Manager in ensuring the efficient and effective development and delivery of a high quality radiation therapy service.

9. Grade 6 Deputy Radiation Therapy Manager Level 2 (*)

() Peter MacCallum Cancer Institute only*

A Radiation Therapy Technologist who provides management assistance and operational support to the Radiation Therapy Manager in ensuring the efficient and effective development and delivery of a high quality radiation therapy service in a large multi-campus radiotherapy service.

10. Grade 7 Radiation Therapy Manager Level 1

A Radiation Therapy Technologist who is responsible for the effective and efficient management, operation, development and delivery of a high quality radiation therapy service.

11. Grade 7 Radiation Therapy Manager Level 2 (*)

() Peter MacCallum Cancer Institute only*

A Radiation Therapy Technologist who is responsible for the effective and efficient management, operation, development and delivery of a high quality radiation therapy service in a large multi campus radiotherapy service.

SECTION D AHP1 CLASSIFICATION DESCRIPTORS - SONOGRAPHER

AHP1 Classification Descriptors - Sonographer

1. Student Sonographer Grade 1

An Employee who has obtained a Bachelor of Applied Science (Medical Radiations), Bachelor of Medical Radiation Science, or equivalent, and is undertaking a Degree or Postgraduate qualification in Sonography recognised by the Australian Sonographer Accreditation Registry (ASAR) in one or more of following specialties:

- 1.1 Cardiac Sonography;
- 1.2 General Sonography;
- 1.3 Vascular Sonography; or
- 1.4 any other type of Sonography

and has been admitted to the Register of Accredited Student Sonographers by the Australian Sonographer Accreditation Registry.

2. Trainee Sonographer Grade 2

An Employee who has successfully completed at least half of a post-graduate degree or qualification in Sonography recognised by the Australian Sonographer Accreditation Registry (ASAR), and has completed 12 calendar months clinical experience.

3. Sonographer Grade 3

An Employee who has:

- (a) successfully completed a Degree or Postgraduate qualification in Sonography recognised by the Australian Sonographer Accreditation Registry (ASAR) and is eligible for admission to the Register of Accredited Medical Sonographers by the Australian Sonographer Accreditation Registry; or
- (b) not completed a Degree or Postgraduate qualification in Sonography recognised by the Australian Sonographer Accreditation Registry (ASAR), but has been admitted to the Register of Accredited Medical Sonographers by the Australian Sonographer Accreditation Registry.

4. Sonographer Grade 4

An Employee who is a Sonographer:

- (a) in a large or multi-campus department, who is required to undertake significant educational, administrative and managerial responsibilities, that is at a supervisory level; or

- (b) in a large or multi-campus department, who is required to undertake significant educational, administrative and managerial responsibilities, is at a supervisory level, and whose other responsibilities include management of the department's clinical teaching or research program, or quality assurance program.

5. Employees undertaking a Postgraduate Sonography qualification

- 5.1** An Employee who is classified or is eligible to be classified as a Cardiac Technologist, Medical Imaging Technologist, Nuclear Medicine Technologist or other classification agreed by the Employer under this Agreement who commences a Postgraduate Sonography qualification will continue to be classified and paid as a Cardiac Technologist, Medical Imaging Technologist, Nuclear Medicine Technologist or other classification agreed by the Employer under this Agreement until they have completed their Postgraduate Sonography qualification, except where they would be entitled to a higher rate of pay under a Sonography classification, in which case they will be classified and paid as a Sonographer under this Agreement. Once the Employee has completed their Postgraduate Sonography qualification, they will be classified at and paid no less than as a Sonographer Grade 3.
- 5.2** The Employer will not be unreasonably withhold its agreement that this clause 5 of Section D of this Appendix 4 will apply to another classification under this Agreement.

6. Higher Qualifications Allowance

- 6.1** A postgraduate Sonography qualification is an additional post graduate qualification for the purpose of clause 35 (Higher Qualifications Allowance) and will attract the Higher Qualifications Allowance, for those Employees who have as a base qualification a Bachelor of Applied Science (Medical Radiations), a Bachelor of Medical Radiation Science, a base qualification that would classify an Employee as a Cardiac Technologist, Nuclear Medicine Technologist or an equivalent base qualification accepted by the Employer.
- 6.2** For the purpose of this clause 5 of Section D of this Appendix 4 the Employer will not unreasonably withhold its acceptance of another base qualification as being equivalent.
- 6.3** A Sonographer who received the Higher Qualification Allowance in subclause 30.4 in the 2011 Agreement prior to 31 October 2014 will continue to receive the Higher Qualification Allowance.

SCHEDULE 1 – ENTRY REQUIREMENTS FOR AHP1 CLASSIFICATIONS (EXCLUDING RADIATION THERAPY TECHNOLOGIST AND SONOGRAPHER)

The following table outlines the relevant qualifications and/or entry requirements for the AHP1 Classification professions (excluding Radiation Therapy Technologist and Sonographer):

Profession	Relevant Qualification and/or Entry Requirements
Art Therapist	A tertiary degree or an equivalent qualification in the field of art therapy or such course recognised by the Australian, New Zealand and Asian Creative Arts Therapies Association as being equivalent.
Cardiac Technologist (Cardiac Physiologist)	A Bachelor of Science Degree, Bachelor of Applied Science Degree, or equivalent
Exercise Physiologist	A Bachelor of Science Degree, Bachelor of Applied Science Degree, Bachelor of Exercise and Sports Science Degree, Bachelor of Exercise Science, or equivalent.
Health Information Manager (Medical Records Administrator)	A qualification that makes an Employee eligible to be a full member of the Health Information Management Association of Australia Limited or another qualification relevant to health information management as accepted or recognised by the Employer.
Medical Imaging Technologist (Radiographer)	A Bachelor of Applied Science (Medical Radiations), Bachelor of Medical Radiation Science, or equivalent and registration under the National Registration and Accreditation Scheme with the Medical Radiation Practice Board of Australia.
Medical Librarian	Eligibility for associate membership of the Australian Library and Information Association and a qualification or equivalent recognised by the Australian Library and Information Association, or a qualification that would have qualified an Employee to be a Medical Librarian under the <i>Victorian Public Health Sector (Health Professionals, Health and Allied Services, Managers and Administrative Officers) Multiple Enterprise Agreement 2011-2015</i> .
Music Therapist	A tertiary degree or an equivalent qualification in the field of music therapy or such course recognised by the Australian Music Therapy Association as being equivalent.
Nuclear Medicine Technologist	A Bachelor of Applied Science in Medical Radiations (Nuclear Medicine Technology), Bachelor of Medical Radiation Science, or equivalent and registration under the National Registration and Accreditation Scheme with the Medical Radiation Practice Board of Australia.
Occupational Therapist	Eligibility to be registered as an Occupational Therapist under the National Registration and Accreditation Scheme with the Occupational Therapy Board of Australia.

Profession	Relevant Qualification and/or Entry Requirements
Orthoptist	A qualification recognised by the Orthoptic Board of Australia.
Orthotist/Prosthetist	A Diploma in Applied Science (Prosthetics and Orthotics), Bachelor of Prosthetics and Orthotics, or equivalent recognised (including those qualifications previously recognised) by the Australian Orthotic Prosthetic Association Ltd.
Photographer or Illustrator (Medical Photographer or Illustrator)	A Diploma or Degree in Photography or Art, or equivalent as recognised by the Australian Institute of Medical and Biological Illustration.
Physiotherapist	Eligibility to be registered as a Physiotherapist under the National Registration and Accreditation Scheme with the Physiotherapy Board of Australia.
Play Therapist (Child Life Therapist)	A Bachelor degree in Early Childhood Studies, Bachelor of Teaching (Primary), or other Bachelor qualification as recognised by the Association of Child Life Therapists Australia.
Podiatrist	Eligibility to be registered as a Podiatrist under the National Registration and Accreditation Scheme with the Podiatry Board of Australia.
Recreational Therapist	A degree or equivalent in Recreation or Physical Education, or equivalent.
Social Worker	A qualification that makes an Employee eligible for membership of the Australian Association of Social Workers, or an undergraduate or post-graduate qualification relevant to the field of social work as accepted by the Employer with such acceptance not to be unreasonably withheld by the Employer.
Speech Pathologist	A Bachelor of Speech Pathology, Bachelor of Applied Science in Speech Pathology, or an equivalent qualification as recognised by Speech Pathology Australia.

SCHEDULE 2 – SPECIFIC SPECIAL KNOWLEDGE OR DEPTH OF EXPERIENCE EXAMPLES

The following table contains examples of areas in which work that requires special knowledge or depth of experience may be performed for the listed AHP1 classification professions.

Profession	Examples
Cardiac Technologist (Cardiac Physiologist)	<ul style="list-style-type: none"> • Echocardiography. • Electrophysiology. • Cardiac catheterisation (including cardiac catheterisation recording and/or monitoring). • Holtermonitor interpretation.
Medical Librarian	<ul style="list-style-type: none"> • Being a librarian in a teaching hospital with university clinical departments on site. • Being required to apply specialised knowledge and to be in charge of one of more of the following areas: <ul style="list-style-type: none"> ○ computerised information retrieval; ○ inter library loans; or ○ another such area recognised by the Employer.
Orthotist/Prosthetist	<ul style="list-style-type: none"> • Scoliosis. • Cerebral palsy. • Spinal cord Injuries. • Plastic surgery. • Part of an amputee clinical team.
Physiotherapist	<ul style="list-style-type: none"> • Neurosurgery. • Surgical thoracic. • Plastic surgery. • Cerebral palsy. • Traumatic spinal cord lesions.
Podiatrist	<ul style="list-style-type: none"> • Diabetes mellitus peripheral vascular disease. • Cerebro-vascular accident. • Arthroses. • Orthotic/prosthetic therapy. • Nail surgery. • Local anaesthesia.
Social Worker	<ul style="list-style-type: none"> • Individual and family and/or group practice. • Program development management. • Research evaluation.

SCHEDULE 3 – HEALTH INFORMATION MANAGER SPECIALITY AREA EXAMPLES

Health Information Manager Grade 3

Areas of speciality for a Health Information Manager Grade 3 may include:

- casemix analysis and clinical costing;
- specialised information technology software development and/or application;
- provision and/or supervision of services across a number of different (geographically or by service type) facilities;
- coordination of a clinical trials service; and/or
- quality assurance project work.

SCHEDULE 4 – ADVANCED PRACTICE ROLES GRADE 3 AND 4

1. Definition

Advanced Practice is:

- 1.1 work that is within the currently recognised scope of practice for the profession, but that in custom and practice has been performed by other professions or that was previously not within the recognised scope of practice for the profession and is advanced work that requires significant professional experience and competency development, and may require additional training as well; and/or
- 1.2 work that is outside the currently recognised scope of practice for the profession and that requires some method of credentialing following additional training and competency development, with appropriate regulatory change where required.

2. Application of this Schedule

This Schedule 4 of Appendix 4 applies to all AHP1 Classifications, save that a Sonographer cannot be employed at Grade 3A as a qualified Sonographer is classified at Grade 3 or above.

3. Advanced Practice Grade 3

Indicative responsibilities of a Grade 3 Employee performing Advanced Practice would include:

- 3.1 exercising professional judgement based on detailed knowledge of the area of expertise;
- 3.2 working independently or under the direction or supervision of a Grade 4 Advanced Practitioner, and when problems arise or when dealing with matters they are unfamiliar with, consulting with a Grade 4 Advanced Practitioner where possible or otherwise with a more experienced and suitably qualified health professional;
- 3.3 helping develop and/or applying profession principles and new technology and/or knowledge of crucial work which can encompass a single discipline or a variety of disciplines;
- 3.4 typically are expected to be experts recognised by the organisation and their peers; and/or
- 3.5 demonstrated expert specialist knowledge of contemporary methods, principles and practice and skills across the relevant profession.

4. Advanced Practice Grade 4

Indicative responsibilities of a Grade 4 Employee performing Advanced Practice would include:

- 4.1** exercising significant professional judgement based on a detailed knowledge of the area of expertise;
- 4.2** developing and/or applying profession principles and new technology and/or knowledge of crucial work which can encompass a single discipline or a variety of disciplines;
- 4.3** making a significant contribution towards the development and achievement of allied health advanced practice at a local or state-wide level;
- 4.4** making independent decisions related to a wide area of expert practice in the relevant field and being responsible for outcomes from the practice of other allied health professionals;
- 4.5** requiring expert specialist knowledge of contemporary methods, principles and practice and skills across the area of expertise;
- 4.6** typically are expected to be experts recognised in their field by peers and others within and outside the organisation; and/or
- 4.7** providing professional and clinical supervision to Grade 3 and 3A Advanced Practitioners and other allied health professionals and other professional staff.

5. Who can undertake Advanced Practice and Advanced Practice 3A

- 5.1** Grade 1 Employees cannot perform Advanced Practice work or undertake training in Advanced Practice and those Grade 1 Employees currently performing Advanced Practice work or undertaking training in Advanced Practice will cease doing this or at the Employer's discretion be reclassified to an appropriate Grade that can perform Advanced Practice work or undertake Advanced Practice training.
- 5.2** Grade 2 Employees cannot undertake Advanced Practice training, except in the circumstance specified in subclause 5.3 of Schedule 4 of this Appendix B below. Grade 2 Employees cannot perform Advanced Practice work, except in the circumstance specified in subclauses 5.4, 5.5 and 5.6 of Schedule 4 of this Appendix B below.
- 5.3** Experienced Grade 2 Employees may undertake training in Advanced Practice as part of a professional development pathway to Advanced Practice. All such training must occur under direct and structured supervision, consistent with and appropriate to the training being undertaken, by an appropriately trained and credentialed Advanced Practitioner or other suitably trained and qualified health professional. A Grade 2 Employee can only undertake Advanced Practice training where there is written agreement between the Employer and the Employee that sets out:

- (a) a defined training period (which may be varied by agreement) which must be reasonable taking into account the Advanced Practice area that the Employee is undertaking training in and the Employee's circumstances;
- (b) the nature of the training and assessment;
- (c) the training content;
- (d) supervisory, oversight and monitoring arrangements; and
- (e) the anticipated use of the skill once credentialed (for example, participating in a particular type of clinic or exercising a particular skill).

Where the Employee has achieved competency in the advanced practice area in which they have been undertaking training, the Employer must credential them. Where the Employee performs the Advanced Practice work after being credentialed they will be paid and classified at the relevant Advanced Practice level as set out in this Agreement at subclause 5.4 of Schedule 4 of this Appendix 4, except where they meet the requirements of AHP1 Grade 3 or 4, in which case they will be classified at AHP1 Grade 3 or 4.

5.4 A Grade 2 Employee whose role requires them to perform Advanced Practice work will be reclassified as a full-time or part-time Grade 3A Advanced Practitioner on an ongoing basis. Such an Employee must:

- (a) have completed credentialing;
- (b) be paid a weekly rate of pay that reflects:
 - (i) 15.2 hours at the relevant Grade 3 rate (pro-rata for part-time Employees); and
 - (ii) 22.8 hours at the Grade 2 Year 4 rate (pro-rata for part-time Employees);
 with this rate being the Grade 3A Advanced Practice classification rate which is set out at Appendix 2 of Part A of this Agreement and incremental progression will apply;
- (c) work a minimum of 0.4EFT;
- (d) perform no more than 15.2 hours (pro-rata for part-time Employees) of Advanced Practice work in any one week. Where such an Employee performs more than 15.2 hours (pro-rata for part-time Employees) of Advanced Practice work in any one week, they will be paid at the relevant Grade 3 rate for the entire week; and
- (e) receive the on-going support, training and supervision consistent with the DHHS framework as part of their ongoing professional development and to support succession planning for moving to an Advanced Practice role.

5.5 Where a Grade 3A Advanced Practitioner performs Advanced Practice work in a clinic setting:

- (a) it is acknowledged that such clinics involve diagnostic, clinical and administrative tasks; and

- (b)** for the purpose of determining whether the amount of Advanced Practice work performed does not exceed 15.2 hours (see subclause 5.4(d) of Schedule 4 of this Appendix 4), each clinic will be treated as the greater of:

 - (i)** half a day (3.8 hours); or
 - (ii)** the length of time spent undertaking the clinic and all tasks associated with the clinic, including those referred to in subclause 5.5(a) of Schedule 4 of this Appendix 4.

- 5.6** A Grade 3A Advanced Practitioner will not perform Advanced Practice work on more than three (3) days per week. Where a Grade 3A Advanced Practitioner regularly performs Advanced Practice work on more than three (3) days per week and this is likely to continue, the Employee may seek reclassification in accordance with clause 85 (Classification and Reclassification). In determining a request for reclassification, the Employer will reclassify the Employee to Grade 3 or 4 (whichever is appropriate) where the Employee regularly performs Advanced Practice work on more than three (3) days per week and this is likely to continue.

- 5.7** Employees undertaking Advanced Practice training and Employees who have completed credentialing in Advanced Practice will be considered for available Advanced Practice roles.

- 5.8** A body agreed by the Employers' representative and the Union, will look at developing an appropriate pathway to Advanced Practice roles including appropriate proportions of Advanced Practitioners in training to grade 3 and 4 Advanced Practitioners and monitor the impact and development of Advanced Practice.

SECTION E - AHP2 CLASSIFICATION DESCRIPTORS

AHP2 Classification Descriptors

1. Biomedical Technologist

1.1 Biomedical Technologist

An Employee with a Diploma Qualification or equivalent who is principally involved in duties including construction, maintenance, tests, inspections, acceptance tests and quality tests on Biomedical Equipment (which may include Biomedical Radiation equipment) and who is required to provide other hospital staff with advice concerning suitability, reliability and correct use of Biomedical equipment (which may include Biomedical Radiation equipment).

1.2 Biomedical Technologist Grade 1

An Employee who, with close guidance, and as a Technologist practitioner, performs straightforward relevant tasks.

1.3 Biomedical Technologist Grade 2

An Employee who, with guidance, and as a Technologist practitioner, performs straightforward relevant tasks or activities.

1.4 Biomedical Technologist Grade 3

An Employee who, with limited guidance, and as a Technologist practitioner, performs straightforward relevant tasks, activities or functions of a moderately complex nature.

1.5 Biomedical Technologist Grade 4

An Employee who, with limited guidance or within broad guidelines performs activities or functions either as a Technologist practitioner, Technologist specialist or a Technologist manager at moderately to very complex levels with limited management responsibility and corporate impact.

2. Child Psychotherapist

2.1 Child Psychotherapist

An Employee with a relevant tertiary qualification who is eligible for membership of the Victorian Child Psychotherapists Association Inc and who performs child psychotherapy work.

2.2 Level 1 - Child Psychotherapist

An Employee who:

- (a) holds a basic bachelor degree in Occupational Therapy, Psychology, Psychiatry, Psychiatric Nursing, Speech Pathology or Social work and has at least two years

post graduate clinical experience in a child mental health setting as a pre-requisite for acceptance into Psychotherapy training;

- (b) is undertaking a recognised post-graduate study as a Psychotherapist; and
- (c) provides a clinical service under supervision. Provided further that an Employee classified at level 1 will have their years of service recognised one, two or three years in advance if the Employee holds an Honours, Masters or Doctorate respectively.

2.3 Level 2 - Qualified Child Psychotherapist

An Employee who:

- (a) has completed a post-graduate course of study in Psychotherapy; and
- (b) provides a clinical service.

2.4 Level 3 - Senior Child Psychotherapist

An Employee who is required to:

- (a) provide a specialist clinical service;
- (b) teach and supervise Employees on a recognised Psychotherapy training program;
- (c) provide a Psychotherapy component to the Child and Family Psychiatry Department's Continuing Education Program;
- (d) accept responsibility for a clinical consultation service to professional staff within and external to the Employer.

2.5 Level 4 - Principal Child Psychotherapist

An Employee who holds a basic bachelor degree in an appropriate field, has at least 5 to 6 years' clinical experience since completing a post-graduate course in Psychotherapy who:

- (a) is expected to ensure and maintain the provision of a high professional standard of specialised psychotherapy service delivery.
- (b) is responsible and accountable for the administration of a psychotherapy unit within an organisation.
- (c) is responsible for formulating and implementing policies for the psychotherapy discipline in consultation with the Professor/Director of the Department of Child and Family Psychiatry.
- (d) is responsible for the clinical supervision of qualified psychotherapy staff.
- (e) holds major training responsibilities in one or more of the Psychotherapy Training Schools.
- (f) is responsible for initiating and conducting relevant research.

3. Client Adviser/Rehabilitation Consultant

3.1 Grade 1 Client Advisor/Rehabilitation Consultant

An Employee who possesses an appropriate degree in the health welfare or vocational fields who performs Client Adviser/Rehabilitation Consultant work.

3.2 Grade 2 Client Adviser/Rehabilitation Consultant

A qualified Client Adviser/Rehabilitation Consultant who is required to undertake additional responsibilities, for example:

- (a) is required to perform work which requires special knowledge or depth of experience in the rehabilitation area; or
- (b) is required to supervise Qualified and other Rehabilitation Consultant staff and teach Rehabilitation Consultant students.

3.3 Grade 3 Senior Clinician or Senior Client Advisor/Rehabilitation Consultant

A Grade 3 Client Advisor/Rehabilitation Consultant is either:

- (a) a Senior Clinician who is a qualified Client Adviser/Rehabilitation Consultant with at least 7 years' experience, possessing specific knowledge in a branch of the profession and working in an area that requires high levels of specialist knowledge as recognised by the Employer. Parameters of this position would include some of the following: consultative role, lecturing in their clinical specialty, teaching undergraduates and/or post-graduate students and providing education to staff from other disciplines; or
- (b) a Senior Client Adviser/Rehabilitation Consultant who is a qualified Client Adviser/Rehabilitation Consultant who has at least 7 years' experience and/or experience in the rehabilitation process as recognised by the Employer and who is required to undertake additional responsibility in regards to administration and supervision of staff and/or management.

3.4 Grade 4 Principal Client Adviser/Rehabilitation Consultant

A Principal Client Adviser/Rehabilitation Consultant has responsibility for the overall rehabilitation process and/or service delivery.

4. Community Development Worker

4.1 Community Development Worker Definitions

- (a) **Community** means a group defined in geographical, cultural, economic, social, demographic, special interest, and/or political terms and is deemed to include those based on gender, race, ethnicity, disability, workplace, residence or age and may be self defined.
- (b) **Community Development Work** means working with a community to address issues, needs and problems for that community through facilitating collective solutions, by the use of one or more of the following:
 - (i) research and analysis of community issues, needs or problems;

- (ii) development and maintenance of community resources;
- (iii) community organisation;
- (iv) development, maintenance and evaluation of community programs;
- (v) community policy development, interpretation and implementation;
- (vi) community planning;
- (vii) representation, advocacy, negotiation and mediation within and between communities, agencies, institutions and government;
- (viii) development and maintenance of networks;
- (ix) liaison with community groups, other workers and professional, agencies and government;
- (x) development and transfer of skills and knowledge in community organisation, community education, advocacy, resource development, cultural awareness and other relevant areas, within the community;
- (xi) public and community education and public relations;
- (xii) preparation and distribution of written, audio-visual and other material as required;
- (xiii) administrative tasks associated with the maintenance of 'community' projects including preparation of submissions, reports of financial documentation;
- (xiv) assisting individual members of a community in relation to other professionals, institutions, community agencies, government and other bodies;
- (xv) community campaign development and organisation, but excluding the predominant use of direct service delivery to clients, individual casework and counselling.

4.2 Community Development Worker

An Employee (however titled) carrying out Community Development Work in the following areas:

- (a) community or neighbourhood houses and learning centres;
- (b) community housing or tenant's rights services or projects;
- (c) equal opportunity or affirmative action projects;
- (d) women's service or projects;
- (e) disabilities rights projects and services for people with disabilities;
- (f) community financial counselling services, community legal services, social justice services or projects, community health and occupational health and safety projects;
- (g) self-help groups or projects;
- (h) environmental action groups or projects;

- (i) community information projects or services;
- (j) community arts, writing, theatre or other cultural projects;
- (k) international aid agencies or projects; or
- (l) any agency, group, project or service including the following:
 - (i) Aboriginal community workers, including Aboriginal Health Liaison Officers;
 - (ii) ethnic community workers (however titled), including Ethnic health workers; or
 - (iii) community education officers.

4.3 Qualified Community Development Worker

- (a) An Employee performing Community Development Work who holds a post-secondary qualification in Community Work, Community Education Multicultural or Ethnic Studies, Aboriginal Studies, Urban Studies, Community or Welfare Administration (all however titled) or a related and relevant post secondary qualification from a post-secondary educational institution.
- (b) For the purposes of this subclause 4.3 of Section E of this Appendix 4, post-secondary qualifications in Social Work, Welfare Work and Youth Work (however titled) are recognised as relevant qualifications.
- (c) An Employee may, through practical experience and skills in Community Development Work, or related areas of employment, be recognised by notice in writing by the Employer as coming within the scope of this definition.
- (d) An Indigenous Community Worker who has participated in relevant short courses of training in the practical skills of community development work is deemed to be a Qualified Community Development Worker when engaged in Community Development Work with or within 'Indigenous Community'.

4.4 Unqualified Community Development Worker

An Employee performing Community Development Work who is not a Qualified Community Development Worker.

4.5 Indigenous Community Development Worker

- (a) An Employee who has:
 - (i) direct life experience in and as a member of a particular 'community' (as defined) from which the Employee is drawn and in which they are working in;
 - (ii) knowledge, skills and experience of the culture in which they belong; and
 - (iii) fluency in the community language/s (where relevant).
- (b) An 'Indigenous Community Development Worker' includes an Aboriginal worker working with an Aboriginal Community, an Ethnic Worker working with the relevant Ethnic Community and a Self-Help Worker employed to work with the Self-Help community from which they came.

4.6 Community Development Worker Class I (1)

- (a)** An Employee performing Community Development Work under the direct supervision of more experienced Community Development Workers who must be based in the same workplace as the persons being supervised.
- (b)** An unqualified Community Development Worker (as defined), with less than twelve months' experience who is being supervised by a qualified Community Development Worker (as defined), will commence at the class I, year 1 rate.
- (c)** An unqualified Community Development Worker with less than twelve month's experience who is being supervised by an unqualified Community Development Worker will commence at the class I, year 3 rate.
- (d)** A qualified Community Development Worker with less than twelve months' experience who is being supervised by a more experienced qualified Community Development Worker will commence at the class I, year 2 rate, unless the supervised Employee is a qualified Social Worker or holds a post-graduate qualification in Community Development Work (as defined) in which case the Employee will commence at the class I, year 4 rate.
- (e)** A Community Development Worker under direct supervision who has administrative responsibilities will commence at not less than the class I, year 3 rate, notwithstanding any of the above commencement rates, except where the above commencement rates are higher.

4.7 Community Development Worker Class II (2)

- (a)** An Employee who is performing Community Development Work and who is not working under the direct supervision of a more experienced Community Development Worker and includes a sole Community Development Worker employed in a workplace or one who has unsupervised administrative responsibilities.
- (b)** A qualified Community Development Worker cannot be supervised by a less experienced unqualified or qualified Community Development Worker and must be paid as a class II Community Development Worker at the appropriate qualification level (as defined).
- (c)** An unqualified Community Development Worker working without direct supervision will commence at the class II(a), year 1 rate.
- (d)** A qualified Welfare Worker (as defined in subclause 10.2 of Section 3 of this Appendix 4) performing community development work without direct supervision will commence at not less than the class II(a), year 3 rate.
- (e)** An Indigenous Community Development Worker working without direct supervision will commence at not less than the class II(a), year 3 rate. If an Indigenous Community Development Worker does possess a qualification (as defined in subclause 4.3 of Section E of this Appendix 4) they will commence at a level not less than that defined for the qualification possessed.

- (f) A qualified Youth Worker (as defined in subclause 11.2 of Section E of this Appendix 4) performing community development work without direct supervision will commence at not less than the class II(a), year 5 rate.
- (g) A sole Community Development Worker employed in a workplace or a Community Development Worker performing outreach community development work will commence at not less than the class II(a), year 5 rate.
- (h) The commencing rate for a financial counsellor performing Community Development Work will be not less than class II(a), year 5.
- (i) The commencing rate for a tenant worker performing Community Development Work will be not less than class II(a), year 5.
- (j) A Community Development Worker who is performing social research will commence at not less than the class II(a), year 7 rate unless the Employee possesses a social work qualification or a post-graduate qualification in community development work or a qualification in social or behavioural sciences, in which case the Employee will commence at no less than the level defined for these qualifications.
- (k) A Community Development Worker working without direct supervision who possesses a qualification in community development work other than a post-graduate qualification will commence at not less than the class II(a), year 7 rate.
- (l) A Community Development Worker with a tertiary qualification in the social and behavioural sciences will commence at not less than the class II(a), year 7 rate.
- (m) A qualified Social Worker or Community Development Worker holding a post-graduate qualification in community development work performing community development work will be employed at the classification class II(b).
- (n) A Community Development Worker engaged in policy development or policy advice will commence at not less than the class II(b), year 1 rate.
- (o) A Community Development Worker engaged in community education or community training programs will commence at not less than the class II(b), year 1 rate.
- (p) A qualified Social Worker will commence at not less than the class II(b), year 1 rate.
- (q) A qualified Community Development Worker with a post-graduate qualification will commence at not less than the class II(b), year 2 rate.

4.8 Community Development Worker Class III (3)

- (a) An Employee performing Community Development Work who is required to provide direct supervision of other community development workers, administrative or support staff; or
- (b) A Community Development Worker employed in a position which requires special skill and experience and where the responsibilities are mutually agreed by the Employer and Employee to be equal to those of a Community Development Worker Class III may be employed as such.

4.9 Yearly increments for Community Development Workers

For the purposes of clause 4 of this Section E of Appendix 4, yearly increments are based on years of full-time practical experience or service, or part-time equivalent in the performance of community development work.

5. Dental Prosthetist

An Employee who is eligible for general registration under the National Registration and Accreditation Scheme with the Dental Board of Australia who performs Dental Prosthetist work.

6. Dental Technician

6.1 Apprentice Dental Technician

An Employee who is in the process of completing a diploma, certificate or other qualification in Dental Technology or equivalent.

6.2 Dental Technician Level I

An Employee who has successfully completed a diploma, certificate or other qualification in Dental Technology or equivalent.

6.3 Dental Technician Level II

A Dental Technician who is the Technician in Charge and is either;

- (a) responsible for the production and quality of work of a specialist unit of the Dental Laboratory Service of Dental Health Services Victoria; or
- (b) responsible for the administration and efficient functioning of Dental Technician Services in an Employer other than Dental Health Services Victoria.

6.4 Dental Technician Level III (Foreperson)

A Dental Technician who is either;

- (a) responsible to the Dental Laboratory Manager for the production and quality of work of a major section of the Dental Laboratory Service at Dental Health Services Victoria; or
- (b) is responsible for the administration and efficient functioning of Dental Technician Services at an Employer other than at Dental Health Services Victoria.

6.5 Dental Laboratory Manager

A Dental Technician who is the Dental Laboratory Manager, responsible to the Director of Dental Services for the administration and efficient functioning of Dental Technician Services at Dental Health Services Victoria.

7. Medical Laboratory Technician

7.1 Medical Laboratory Technician Trainee

An Employee engaged in studies leading to the below qualification.

7.2 Qualified Medical Laboratory Technician (Grade 1)

An Employee who holds a Certificate or Associate Diploma of Applied Science (Medical Laboratory) a Certificate, Diploma or Advanced Diploma in Laboratory Technology or Laboratory Operations, or equivalent who performs medical laboratory technician work.

7.3 Medical Laboratory Technician Grade 2

A Medical Laboratory Technician who is required to undertake additional responsibilities, for example:

- (a) employed on work which requires special knowledge or depth of experience; or
- (b) has a teaching role.

8. Renal Dialysis Technician

8.1 Renal Dialysis Technician (Grade 1)

An Employee who is engaged in a renal dialysis unit and performs renal dialysis technician work.

8.2 Renal Dialysis Technician (Grade 2)

- (a) An Employee with a minimum of two years experience as a Renal Dialysis Technician and is in receipt of BONENT Haemodialysis Technician certification and/or a Clinical Physiologist-Renal qualification and/or equivalent dialysis tertiary qualification.
- (b) Such an Employee will be committed to meeting the requirements for maintaining the above certification or qualification together with the ability to undertake ongoing leadership in quality projects, research and education.

9. Technical Officer

9.1 Technical Officer

All work levels are performed in a Biomedical engineering or Medical Physics environment and are concerned with the management or repair/ calibration and clinical use of hospital based technology.

9.2 Technical Officer Grade 1

An Employee who, with close technical guidance, and as a Technical practitioner, performs straightforward relevant tasks.

9.3 Technical Officer Grade 2

An Employee who, with technical guidance, and as a Technical practitioner, performs straightforward relevant tasks or activities.

9.4 Technical Officer Grade 3

An Employee who, with limited guidance, and as a Technical practitioner, performs straightforward relevant tasks, activities or functions of a moderately complex nature.

9.5 Technical Officer Grade 4

An Employee who, with limited guidance or within broad guidelines performs activities or functions either as a Technical practitioner, Technical specialist or a Technical manager at moderately to very complex levels with limited management responsibility and corporate impact.

10. Welfare Worker

10.1 Definition

Welfare Work within Social and Community Service includes:

- (a) information collection and provision related to benefits and services and community resources available to clients;
- (b) assistance in the resolution of specified problems;
- (c) supportive counselling to clients without complex personal problems;
- (d) direct service provision and care for people in residential settings, day and occasional care settings;
- (e) referral and liaison to other professionals and agencies;
- (f) community work including the organising of community facilities to meet gaps in services or developing community interest and action in providing for social welfare needs.

10.2 Qualified Welfare Worker

- (a) An Employee performing Welfare Work who is qualified from a tertiary institution after two years' study (one year if admission age is 21 years or over) including major studies in welfare work.
- (b) Provided that an Employee covered by this classification may, by way of practical experience in Welfare Work or related areas of employment, be recognised by notice in writing by the Employer as coming within the scope of this definition.

10.3 Unqualified Welfare Worker

- (a) An Employee performing Welfare Work who is not a qualified Welfare Worker.
- (b) An unqualified Welfare Worker with less than twelve months' experience working without direct supervision by a qualified Welfare Worker or Social Worker, and including a person employed under this clause working as a sole Welfare Worker, will commence at the unqualified Welfare Worker year 5 rate.
- (c) An unqualified Welfare Worker, who is a sole Welfare Worker or performs duties without direct supervision, and has a minimum of twelve months' experience, will commence at the unqualified Welfare Worker year 6 rate. However, by mutual

agreement between the Employer and Employee this condition may be waived and the Employee may commence at a higher rate.

10.4 Welfare Worker Class I (1)

- (a) A qualified Welfare Worker, who is required to perform their duties under supervision.
- (b) A sole Welfare Worker with less than twelve months' experience will be paid during the first twelve months at the Welfare Worker class I, year 4 rate, after which they will be classified as a Welfare Worker Class II.

10.5 Welfare Worker Class II (2)

A qualified Welfare Worker, who is required to undertake some administrative responsibility, including:

- (a) a Welfare Worker who is required to take charge of an agency or department, with a staff of up to 3 Employees covered by the Agreement, or with a staff of at least one Employee covered by the Agreement and other employees, totalling at least 6 in number, who are employed by the Employer on a regular monthly contract of employment of at least the normal full-time ordinary hours or EFT of such agency or department;
- (b) a sole Welfare Worker who has a minimum of twelve months' experience (although this condition may be waived by mutual agreement between the Employer and Employee and an Employee with less than twelve month's experience will instead be employed at class II);
- (c) a Welfare Worker who is required to be responsible for a major activity or group of activities within an Agency or department; or
- (d) a Welfare Worker who acts as a Deputy to a Welfare Worker Class III.

10.6 Welfare Worker IIA (2A)

A Welfare Worker Class II (2), Years 1 to 5, who translates to Health Professional Employee Level 3 (see Schedule 5 of this Appendix 4) Pay Points 1 to 5 under the Award will translate to Welfare Worker Class IIA (2A) in accordance with the following table:

2016 Agreement	Award Health Professional Employee Level 3 Pay Point	This Agreement
Class II (2), Year 1	Pay Point 1	Class IIA (2A), Year 1
Class II (2), Year 2	Pay Point 2	Class IIA (2A), Year 2
Class II (2), Year 3	Pay Point 3	Class IIA (2A), Year 3
Class II (2), Year 4	Pay Point 4	Class IIA (2A), Year 4
Class II (2), Year 5	Pay Point 5	Class IIA (2A), Year 5

10.7 Welfare Worker Class III (3)

A qualified Welfare Worker who is required to:

- (a) take charge of an Agency or Department with a staff of more than 3 and up to 7 Employees covered by the Agreement, or with a staff of at least two Employees covered by the Agreement, plus other employees totalling 12 in number, who are employed by the Employer on a regular monthly contract of employment of at least the normal full-time ordinary hours or EFT of such Agency or Department;
- (b) a Welfare Worker who acts as a Deputy to a Welfare Worker Class IV;
- (c) a Welfare Worker in a position which requires special skill and experience and where the responsibilities are mutually agreed by the Employer and Employee to be equal to those of a Welfare Worker employed under subclause 10.7(a) of Section E of this Appendix 4.

10.8 Welfare Worker IIIA (3A)

A Welfare Worker Class III (3), Years 1 to 3, who translates to Health Professional Employee Level 3 (see Schedule 5 of this Appendix 4) Pay Points 1 to 5 under the Award will translate to Welfare Worker Class IIIA (3A) in accordance with the following table:

2016 Agreement	Award Health Professional Employee Level 3 Pay Point	This Agreement
Class III (3), Year 1	Pay Point 1	Class IIIA (3A), Year 1
Class III (3), Year 2	Pay Point 2	Class IIIA (3A), Year 2
Class III (3), Year 3	Pay Point 3	Class IIIA (3A), Year 3
Class III (3), Year 3	Pay Point 4	Class IIIA (3A), Year 4
Class III (3), Year 3	Pay Point 5	Class IIIA (3A), Year 5

10.9 Welfare Worker Class IV (4)

- (a) A qualified Welfare Worker who is required to undertake senior administrative responsibilities including:
 - (i) a Welfare Worker in charge of an Agency or Department with a staff of 8 or more Employees covered by the Agreement, or with a staff of at least 6 Employees covered by the Agreement, plus other employees totalling at least 13 in number who are employed by the Employer on a regular monthly contract of employment of at least the normal full-time ordinary hours or EFT of such Agency or Department;
 - (ii) any Welfare Worker employed in a position the responsibilities of which are mutually agreed by the Employer and the Employee to be equal to those of a Welfare Worker employed under subclause 10.9(a)(i) of Section E of this Appendix 4.
- (b) Provided that where an Employee is appointed or reclassified from class I to class II or class II to class III, the following will apply:

- (i) a Welfare Worker (qualified) at class I, year 7 and thereafter appointed or reclassified to class II will be paid at the class II, year 4 and thereafter rate;
- (ii) a Welfare Worker (qualified) at class I, year 6 appointed or reclassified to class II will be paid at the class III, year 3 rate;
- (iii) a Welfare Worker (qualified) at class I, year 5 appointed or reclassified to class II will be paid at the class II, year 2 rate;
- (iv) a Welfare Worker (qualified) at class II, year 4 and thereafter appointed or reclassified to class III will be paid at the class III, year 2 rate;
- (v) a Welfare Worker (qualified) at class II, year 5 and thereafter appointed or reclassified to class III will be paid at the class III, year 2 rate.

10.10 Welfare Worker IV (4A)

A Welfare Worker Class IV (4), Years 1 to 3, who translates to Health Professional Employee Level 3 (see Schedule 5 of this Appendix 4) Pay Points 1 to 5 under the Award will translate to Welfare Worker Class IVA (4A) in accordance with the following table:

2016 Agreement	Award Health Professional Employee Level 3 Pay Point	This Agreement
Class IV (4), Year 1	Pay Point 1	Class IVA (4A), Year 1
Class IV (4), Year 2	Pay Point 2	Class IVA(4A), Year 2
Class IV (4), Year 3	Pay Point 3	Class IVA (4A), Year 3
Class IV (4), Year 3	Pay Point 4	Class IVA (4A), Year 4
Class IV (4), Year 3	Pay Point 5	Class IVA (4A), Year 5

10.11 Increments for Welfare Workers

For the purposes of clause 10 of this Section E of Appendix 4 (Welfare Workers), yearly increments are based on years of full-time practical experience or service, or part-time equivalent service in the performance of welfare work.

11. Youth Worker

11.1 Definition

Youth Work means working with or for young people towards their personal and social development during their transition from childhood to adulthood, and will include one or more of the following:

- (a) collection and distribution of materials and information pursuant to their development and need;
- (b) assistance in the resolution of specific problems;
- (c) provision of activities and facility management for leisure time;
- (d) liaison with and referral to other professionals and agencies;

- (e) supportive counselling to young people with personal problems or those confronting crisis; and
- (f) coordination of activities or facilities for the development of independent living skills.

11.2 Qualified youth worker

- (a) An Employee performing Youth Work who holds a Diploma in Youth Studies (however titled) or a related tertiary qualification which requires at least three years study at a university or college of advanced education with a major in the group dynamics and behavioural studies area.
- (b) Provided that an Employee may, by way of practical experience in Youth Work or related areas of employment, be recognised by notice in writing by the Employer as coming within the scope of this definition.

11.3 Youth Worker Class I (1)

- (a) A qualified Youth Worker, who is required to perform their duties under supervision.
- (b) A sole Youth Worker with less than twelve months' experience will be paid during the first twelve months at the Youth Worker class I, year 4 rate, after which they will be classified as a Youth Worker Class II

11.4 Youth Worker Class II (2)

A qualified Youth Worker, who is required to undertake some administrative responsibility, including:

- (a) a Youth Worker who is required to take charge of an agency or department, with a staff of up to 3 Employees covered by the Agreement, or with a staff of at least one Employee covered by the Agreement and other employees, totalling at least 6 in number, who are employed by the Employer on a regular monthly contract of employment of at least the normal full-time ordinary hours or EFT of such agency or department;
- (b) a sole Youth Worker who will have a minimum of twelve months' experience (although this condition may be waived by mutual agreement between the Employer and Employee and an Employee with less than twelve month's experience will instead be employed at class II);
- (c) a Youth Worker who is required to be responsible for a major activity or group of activities within an Agency or department; or
- (d) a Youth Worker who acts as a Deputy to a Youth Worker Class III.

11.5 Youth Worker IIA (2A)

A Youth Worker Class II (2), Years 1 to 5, who translates to Health Professional Employee Level 3 (see Schedule 5 of this Appendix 4) Pay Points 1 to 5 under the Award will translate to Youth Worker Class IIA (2A) in accordance with the following table:

2016 Agreement	Award Health Professional Employee Level 3 Pay Point	This Agreement
Class II (2), Year 1	Pay Point 1	Class IIA (2A), Year 1
Class II (2), Year 2	Pay Point 2	Class IIA (2A), Year 2
Class II (2), Year 3	Pay Point 3	Class IIA (2A), Year 3
Class II (2), Year 4	Pay Point 4	Class IIA (2A), Year 4
Class II (2), Year 5	Pay Point 5	Class IIA (2A), Year 5

11.6 Youth Worker Class III (3)

A qualified Youth Worker who is required to:

- (a)** take charge of an Agency or Department with a staff of more than 3 and up to 7 Employees covered by the Agreement, or with a staff of at least two Employees covered by the Agreement, plus other Employees totalling 12 in number, who are employed by the Employer on a regular monthly contract of employment of at least the normal full-time ordinary hours or EFT of such Agency or Department;
- (b)** a Youth Worker who acts as a Deputy to a Youth Worker Class IV;
- (c)** a Youth Worker in a position which requires special skill and experience and where the responsibilities are mutually agreed by the Employer and Employee to be equal to those of a Youth Worker employed under subclause 11.6(a) of Section E of this Appendix 4.

11.7 Youth Worker IIIA (3A)

A Youth Worker Class III (3), Years 1 to 3, who translates to Health Professional Employee Level 3 (see schedule 5 of this Appendix 4) Pay Points 1 to 5 under the Award will translate to Youth Worker Class IIIA (3A) in accordance with the following table:

2016 Agreement	Award Health Professional Employee Level 3 Pay Point	This Agreement
Class III (3), Year 1	Pay Point 1	Class IIIA (3A), Year 1
Class III (3), Year 2	Pay Point 2	Class IIIA (3A), Year 2
Class III (3), Year 3	Pay Point 3	Class IIIA (3A), Year 3
Class III (3), Year 3	Pay Point 4	Class IIIA (3A), Year 4
Class III (3), Year 3	Pay Point 5	Class IIIA (3A), Year 5

11.8 Youth Worker Class IV (4)

- (a)** A qualified Youth Worker who is required to undertake senior administrative responsibilities including:
 - (i)** a Youth Worker in charge of an Agency or Department with a staff of 8 or more Employees covered by the Agreement, or with a staff of at least 6 Employees covered by the Agreement, plus other employees totalling at

least 13 in number who are employed by the Employer on a regular monthly contract of employment of at least the normal full-time ordinary hours or EFT of such Agency or Department;

- (ii) any Youth Worker employed in a position the responsibilities of which are mutually agreed by the Employer and the Employee to be equal to those of a Youth Worker employed under subclause 11.8(a)(i) of Section E of this Appendix 4.
- (b) Provided that where an Employee is appointed or reclassified from class I to class II or class II to class III, the following will apply:
- (i) a Youth Worker (qualified) at class I, year 7 and thereafter appointed or reclassified to class II will be paid at the class II, year 4 and thereafter rate;
 - (ii) a Youth Worker (qualified) at class I, year 6 appointed or reclassified to class II will be paid at the class III, year 3 rate;
 - (iii) a Youth Worker (qualified) at class I, year 5 appointed or reclassified to class II will be paid at the class II, year 2 rate;
 - (iv) a Youth Worker (qualified) at class II, year 4 and thereafter appointed or reclassified to class III will be paid at the class III, year 2 rate;
 - (v) a Youth Worker (qualified) at class II, year 5 and thereafter appointed or reclassified to class III will be paid at the class III, year 2 rate.

11.9 Increments for Youth Workers

For the purposes of clause 11 of this Section E of this Appendix 4, yearly increments are based on years of full-time practical experience or service, or part-time equivalent service in the performance of youth work.

Additional AHP2 Classification Descriptors – Peter MacCallum Cancer Institute Only

The below classifications only apply to Peter MacCallum Cancer Institute.

12. Mechanical Officer

12.1 Mechanical Officer Grade 1

- (a) An Employee who possesses Plant Engineering certificates and experience, or equivalent experience that is deemed to be transferrable to the Mechanical Radiation setting.
- (b) A Mechanical Officer Grade 1 works with close technical guidance to perform tasks, use plant engineering equipment such as lathes, milling machines, benders, drills and spray painting. A Mechanical Officer at Grade 1 does not work independently and no supervisory responsibilities are required.
- (c) The training required to be undertaken by a Mechanical Officer Grade 1 is:
 - (i) Practical based training for Mechanical Officers.
 - (ii) Radiation safety training.
 - (iii) CAD software training.

The cost of the above training will be borne by the Employer.

12.2 Mechanical Officer Grade 2

- (a) A Mechanical Officer who will normally have at least 5 years of Mechanical Engineering experience in radiation, or an equivalent/transferrable industry. They will have the ability to work with limited guidance and as a Mechanical Officer, perform straightforward relevant tasks, activities or functions of a moderately complex nature.
- (b) A Mechanical Officer Grade 2's duties will include some of the following:
 - (i) Mentoring and tutoring of junior Mechanical Officers;
 - (ii) Specialist/Expert within one or more modalities;
 - (iii) Design and build new equipment to support radiation equipment;
 - (iv) Liaise between different professional groups;
 - (v) Possess sufficient technical knowledge and expertise to creatively seek and implement solutions to new problems;
 - (vi) Work independently to maintain equipment across all sites.
- (c) The training required to be undertaken by a Mechanical Officer Grade 2 is:
 - (i) Advanced/Higher training on new equipment for Mechanical Officers.
 - (ii) Radiation safety training.
 - (iii) Advanced/Higher CAD software training.

The cost of the above training will be borne by the Employer.

12.3 Deputy Chief Mechanical Officer

A Mechanical Officer who assists and deputises for the Chief Mechanical Officer.

12.4 Chief Mechanical Officer

A Mechanical Officer immediately responsible for the organisation of the mechanical engineering department and supervision of staff.

13. Radiation Engineers

13.1 Radiation Engineer Grade 1

- (a) An Employee who has obtained an Associate Diploma of Engineering, Degree, or any other qualification relevant to radiation engineering.
- (b) A Radiation Engineer Grade 1 works with close technical guidance to perform tasks, use tools, schematics, instruments and other equipment needed for general maintenance of Radiation Therapy equipment. They may also maintain stores. A Radiation Engineer at Grade 1 does not work independently and no supervisory responsibilities are required.
- (c) The training required to be undertaken by a Radiation Engineer Grade 1 is:
 - (i) Basic OEM Linac training;
 - (ii) Physics Radiation Safety Training;
 - (iii) Radiation Equipment Operator Licence (Issued from the Department of Health).

The cost of the above training will be borne by the Employer.

13.2 Radiation Engineer Grade 2

- (a) A Radiation Engineer with additional responsibilities to a Grade 1, who works predominantly independently, but with occasional assistance.
- (b) A Radiation Engineer Grade 2's duties will include some of the following:
 - (i) with technical guidance perform diagnostics, limited trouble shooting, fault finding, scheduled maintenance and repairs;
 - (ii) report and address problems/faults;
 - (iii) Identify and correct system behaviour by using defined calibration procedures;
 - (iv) limited supervisory requirements.
- (c) Once a Radiation Engineer Grade 2 is certified and trained within the scope of Clinac they will:
 - (i) undertake daily activities at satellite centres within defined parameters;
 - (ii) participate in an on-call roster.
- (d) The training required to be undertaken by a Radiation Engineer Grade 2 is:

- (i) successfully complete Higher/Advanced OEM Linac training; and
- (ii) various other radiotherapy equipment training such as, but not limited to, Varian TM-2, Varian Multi-leaf collimator (MLC), Varian Clinac portal vision (PV) and on board imaging (OBI).

The cost of the above training will be borne by the Employer.

13.3 Radiation Engineers Grade 3

- (a) A Radiation Engineer who will normally have at least 5 years of experience, trained in all Linac Modalities who possesses specific knowledge in radiation therapy treatment systems and working in an area that requires high levels of specialist knowledge.
- (b) A Radiation Engineer Grade 3's duties will include some of the following:
 - (i) work undertaken with limited guidance or within broad guidelines such as carrying out diagnostics, trouble shooting, fault finding, repairs and other related maintenance tasks at all sites;
 - (ii) providing education, advice and/or support to staff from other disciplines;
 - (iii) development of technical procedures;
 - (iv) generation of operational solutions and technical supports for radiation therapy equipment and services.
- (c) The training required to be undertaken by a Radiation Engineer Grade 3 is:
 - (i) successfully complete higher/advanced level OEM Linac training and commence other specialised radiotherapy equipment training as required.
 - (ii) consolidation of radiation training across the various modalities.

The cost of the above training will be borne by the Employer.

13.4 Radiation Engineer Grade 4

- (a) A Radiation Engineer who will normally have 10 years Radiation Engineering industry experience. A Radiation Engineer at Grade 4 would possess a comprehensive knowledge covering the majority (ratio 4:5) of the modalities serviced by the Radiation Engineering department.
- (b) A Radiation Engineer Grade 4's duties will include some of the following:
 - (i) mentoring and tutoring of junior Radiation Engineers;
 - (ii) specialist/expert within one or more modalities;
 - (iii) co-ordination and/or management of a specialist portfolio or administrative function e.g. QMS, Policies and procedures, technical reports;
 - (iv) possessing sufficient technical knowledge and expertise to creatively seek and implement solutions to new problems;
 - (v) represent the department in multi-disciplinary meetings and external forums.

- (c) The training required to be undertaken by a Radiation Engineer Grade 4 is:
 - (i) be experienced across the majority (ratio 4:5) modalities.
 - (ii) maintain knowledge and expertise on new and existing equipment across the various modalities.
 - (iii) be fully trained/competent in OEM and in-house training.

The cost of the above training will be borne by the Employer.

13.5 Deputy Chief Radiation Engineer

- (a) Radiation Engineer who assists and deputises for the Chief Radiation Engineer and performs all the functions of Grade 4.
- (b) The training required to be undertaken by a Deputy Chief Radiation Engineer is:
 - (i) be experienced across the majority (ratio 4:5) modalities.
 - (ii) maintain knowledge and expertise on new and existing equipment across the various modalities.
 - (iii) be fully trained/competent in OEM and in-house training.

The cost of the above training will be borne by the Employer.

13.6 Chief Radiation Engineer

A Radiation Engineer responsible for the organisation of the radiation engineering department and supervision of staff.

14. Research Technologists (Research Scientists)

14.1 Trainee (Research Scientist)

An Employee who performs research science work and who is engaged in studies leading to a Bachelor of Science Degree, other science degree, or another appropriate or equivalent qualification that would enable them to be employed as a Research Technologist (Research Scientist) Level A. An Employee holding or eligible to hold a Bachelor of Science Degree, other science degree, or another appropriate or equivalent qualification cannot be employed as a Trainee (Research Scientist) and must be employed at the appropriate Research Technologist (Research Scientist) level.

14.2 Part-time student

- (a) The following pay rates will be payable to a Trainee (Research Scientist) that is engaged in part-time study:

Year of Course	Percentage of rate for Level A Research Assistant 1 rate (%)
1st Year of course	50%
2nd Year of course	60%
3rd Year of course	75%

4th Year of course	85%
5th Year of course and thereafter	90%

- (b) Provided that a trainee who is 19 years old must receive no less than 52% of the Level A Research Assistant 1 wage rate.
- (c) Provided that a trainee who is 20 years old must receive no less than 58% of the Level A Research Assistant 1 wage rate.
- (d) Provided that an adult trainee (age of 21 or over) must receive no less than 80% of the Level A Research Assistant 1 wage rate.

14.3 Full-time student

- (a) The following pay rates will be payable to a Trainee (Research Scientist) that is engaged in full-time study:

Year of Course	Percentage of rate for Level A Research Assistant 1 rate (%)
A trainee who is in their 1st year of their course	50%
A trainee who has not passed all of the subjects in the 1st year of their course	60%
A trainee who has passed all of the subjects in the 1st year of their course	75%
A trainee who has not passed all of the subjects in the 2nd year of their course	85%
A trainee who has passed all of the subjects in the 2nd year of their course, and thereafter	90%
A trainee who has not passed all of the subjects of study in the 2nd year of the course who is now in their 3rd year of the course, and thereafter	90%

- (b) Provided that a trainee who is 19 years old must receive no less than 52% of the Level A Research Assistant 1 wage rate.
- (c) Provided that a trainee who is 20 years old must receive no less than 58% of the Level A Research Assistant 1 wage rate.
- (d) Provided that an adult trainee (age of 21 or over) must receive no less than 80% of the Level A Research Assistant 1 wage rate.

14.4 Level A Research Technologist (Research Scientist)

- (a) An Employee who holds a Bachelor of Science Degree, other science degree, or another appropriate or equivalent qualification as agreed by the Employer and performs research science work. Provided that:
- (i) An Employee who holds a four year undergraduate qualification, or a three year undergraduate qualification and is required to do a 12 month internship will commence at the Level A, Research Assistant 2 rate;
 - (ii) An Employee who holds or is qualified to hold a Bachelor Honours Degree will commence at the Level A, Research Assistant 2 rate;
 - (iii) An Employee who holds or is qualified to hold a Masters Degree will commence at the Level A, Research Assistant 4 rate;
 - (iv) An Employee who is undertaking a Doctoral Degree and who has submitted a relevant research work thesis will commence at the Level A, Research Assistant 5 rate;
 - (v) An Employee who holds or is qualified to hold a Doctoral Degree will commence at the Level A, Research Assistant 6 Officer 1 rate.

The Employer will not unreasonably withhold its agreement that another qualification is appropriate or is equivalent to a Bachelor of Science Degree or other science degree.

(b) Definitions

In this clause 14 of Section E of this Appendix 4:

- (i) a three year undergraduate qualification or four year undergraduate qualification means a qualification assessed as a Bachelor Degree (or equivalent) under the Australian Qualifications Framework level 7 criteria;
- (ii) a Bachelor Honours Degree means a qualification assessed as a Bachelor Honours Degree (or equivalent) under the Australian Qualifications Framework level 8 criteria;
- (iii) a Masters Degree means a qualification assessed as a Masters Degree (or equivalent) under the Australian Qualifications Framework level 9 criteria; and
- (iv) a Doctoral Degree means a qualification assessed as a Doctoral Degree (or equivalent) under the Australian Qualifications Framework level 10 criteria.

14.5 Level B Research Technologist (Research Scientist)

A Research Scientist who, under the general direction of scientific research staff, is required to perform experimental work involving more complex or more specialised activities and requiring the exercise of initiative and judgement. This scientist works within the general framework of a research program and has the appropriate level of laboratory experience.

14.6 Level C Research Technologist (Research Scientist)

A Research Scientist who, in consultation with senior scientific research staff, is required to take charge of experimental work or provide expertise in a key technology which forms a significant component of one or more major scientific projects.

14.7 Level D Research Technologist (Research Scientist)

A Research Scientist who is expected to have extensive research experience and make major original contributions to the research division or in the area they work in and to play a significant role within their profession or discipline. Research Scientists at this level may be appointed in recognition of marked distinction in their area of research or scholarship.

14.8 Level E Research Technologist (Research Scientist)

A Research Scientist who has achieved international recognition through original, innovative and distinguished contribution to their field of research, which is demonstrated by sustained and distinguished performance. Research Scientists at this level will provide leadership in their field of research, within their institution, discipline and/or profession and within the scholarly and research training.

14.9 Level F

The director of the research division.

14.10 Table

Full medical	\$26,409.30	17.31% of Level E
½ medical	\$13,196.90	8.65% of Level E
Full dental	\$13,196.90	8.65% of Level E

Note: The rates in table above are effective 1 August 2016. The rates in this table will be increase in in accordance with the increases in the Level E Research Technologist (Research Scientist) rate of pay.

SCHEDULE 5 – AWARD HEALTH PROFESSIONAL LEVEL 3

For the purposes of the Award references in this Agreement the current Health Professional Level 3 classification definition is outlined below:

- (a)** A health professional at this level would be experienced and be able to independently apply professional knowledge and judgment when performing novel, complex, or critical tasks specific to their discipline. At this level health professionals will have additional responsibilities.
- (b)** An employee at this level:
 - (i)** works in an area that requires high levels of specialist knowledge and skill as recognised by the employer;
 - (ii)** is actively contributing to the development of professional knowledge and skills in their field of work as demonstrated by positive impacts on service delivery, positive referral patterns to area of expertise and quantifiable/measurable improvements in health outcomes;
 - (iii)** may be a sole discipline specific health professional in a metropolitan, regional or rural setting who practices in professional isolation from health professionals from the same discipline;
 - (iv)** is performing across a number of recognised specialties within a discipline;
 - (v)** may be accountable for allocation and/or expenditure of resources and ensuring targets are met and is responsible for ensuring optimal budget outcomes for their customers and communities;
 - (vi)** may be responsible for providing regular feedback and appraisals for senior staff to improve health outcomes for customers and for maintaining a performance management system; and
 - (vii)** is responsible for providing support for the efficient, cost effective and timely delivery of services.

APPENDIX 5 – LETTER OF OFFER

The letter of offer will include the following information:

1. the name of the Employer;
2. the Employee's classification, increment and job title;
3. the location/s where the Employee is to be situated;
4. the Employee's mode of employment (whether full-time, part-time, fixed term or casual etc);
5. the name of this Agreement, which contains the Employee's terms and conditions of employment;
6. the Employee's fortnightly hours (full or part-time Employees) and that additional ordinary time shifts may be worked by a part-time Employee by mutual agreement with the Employer;
7. that shifts will be worked in accordance with a roster;
8. for part-time Employees:
 - a. the agreed upon:
 - i. regular pattern of work, specifying at least the hours worked each day;
 - ii. which days of the week the Employee will work;
 - iii. the actual starting and finishing times each day;
 - b. that payment of additional shifts will not be at casual rates; and
 - c. that the Employee may agree to vary their regular pattern of work and where this occurs, this will be recorded in writing;
9. a statement to the effect that employment is ongoing unless a genuine fixed term appointment is proposed, and, where a genuine fixed term is proposed, the reason the role is genuine fixed term employment, the duration of the fixed term and the rights of an incumbent Employee (if relevant);
10. the date of commencement;
11. acknowledgment and details (where applicable) of prior service/entitlements to personal leave, long service etc.;
12. relevant allowances payable; and
13. other information as required depending on the nature of the position.

APPENDIX 6 – CERTIFICATE OF SERVICE

CERTIFICATE OF SERVICE

[Name of Institution] [date]

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

Specify hereunder full details of paid or unpaid leave or absences including periods represented by payment made in lieu of leave on termination.

.....

.....

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

.....

.....

Signed.....[Stamp of Institution]