

**VICTORIAN PUBLIC HEALTH  
SECTOR  
(MEDICAL SCIENTISTS,  
PHARMACISTS &  
PSYCHOLOGISTS)  
ENTERPRISE AGREEMENT  
2012-2016**

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## **PART 1 – OPERATION OF AGREEMENT**

### **1. TITLE**

- 1.1** This Agreement shall be known as the Victorian Public Health Sector (Medical Scientists, Pharmacists and Psychologists) Enterprise Agreement 2012-2016.

### **2. COVERAGE OF AGREEMENT**

- 2.1** This Agreement covers:

**2.1.1** Those employers listed at SCHEDULE A;

**2.1.2** Each and every person employed by any of the Employers listed at SCHEDULE A, who is a member or is eligible to be a member of the Union and is employed in any of the classifications set out in this Agreement; and

**2.1.3** The Union if it is named by Fair Work Commission as a party covered by this Agreement in accordance with section 183 of the *Fair Work Act 2009*.

### **3. COMMENCEMENT DATE AND PERIOD OF OPERATION**

- 3.1** This Agreement shall come into effect seven days from the date of approval by Fair Work Commission. Wages come into operation from the beginning of the first full pay period commencing on or after 1 November 2012.
- 3.2** This Agreement will nominally expire on 31 October 2016 or 4 years from the date of approval by Fair Work Commission, whichever is the earlier.
- 3.3** The Agreement will continue to operate after the nominal expiry date in accordance with the provisions of the *Fair Work Act 2009* (Cth).
- 3.4** The negotiations for a replacement agreement shall commence three (3) months prior to the nominal expiry date of this Agreement, provided that any claim made during this period is not supported by industrial action.

### **4. RELATIONSHIP WITH AWARD AND PREVIOUS CERTIFIED AGREEMENTS**

- 4.1** This is a comprehensive agreement that operates to the exclusion of any award or enterprise agreement which previously applied to the employees covered by this agreement.
- 4.2** The schedules attached to this Agreement form part of this Agreement.
- 4.3** Where clauses have been re-written and there is a dispute at a later date as to their intent or meaning, regard will be had to the antecedent documents and decisions arising from them. The antecedent documents for the purposes of this sub-clause are:
- 4.3.1** The *Public Health Sector (Medical Scientists, Pharmacists and Psychologists) Multi-Enterprise Agreement 2008-2011*; and
- 4.3.2** The provisions of the *Medical Scientists, Pharmacists and Psychologists (Public Sector – Victoria) Award 2003* as at 31 January 2007;
- 4.3.3** any predecessor documents to a Schedule; and
- 4.3.4** any documents provided to FWC at the time of approval.

4.4 Where there is a conflict between an entitlement detailed in the body of the Agreement and an entitlement detailed for a specific Employer in a schedule of the Agreement, the entitlement detailed in the schedule of the Agreement shall prevail for that particular Employer.

## 5. SAVINGS CLAUSE

5.1 Nothing in this Agreement will diminish any existing entitlement of any employee covered by this Agreement, except where expressly varied by this Agreement.

5.2 This Agreement is not intended to exclude any part of the NES or to provide any entitlement which is detrimental to an employee's entitlement under the NES. For the avoidance of doubt, the NES prevails to the extent that any aspect of this Agreement would otherwise be detrimental to an employee.

## 6. DEFINITIONS

In this Agreement:

6.1 **Act** means the *Fair Work Act 2009*.

6.2 **ADO** means Accrued Day Off

6.3 **Agreement** means the *Public Health Sector (Medical Scientists, Pharmacists' and Psychologists) Multi-Enterprise Agreement 2012-2016*.

6.4 **Audiologist** if graduated prior to May 1999, is a university graduate who has completed a graduate diploma in audiology approved by the Audiological Society of Australia, or if graduated in May 1999 or thereafter, is a university graduate who has completed a masters degree in audiology approved by the Society, and who is eligible for membership of the Audiological Society of Australia.

6.5 **Clinical Perfusionist** is defined in SCHEDULE C.

6.6 **CMS** means caseload management system.

6.7 **Departments and Sections** shall be determined in the manner set out in sub-clause 6.11 of SCHEDULE C.

6.8 **Dietitian** means a person who is eligible for full membership of the Dietitians Association of Australia.

6.9 **Employer** shall mean an employer listed in SCHEDULE A of this Agreement.

6.10 **FFPOA** means the beginning of the first full pay period commencing on or after a particular date.

6.11 **FWC** means the Fair Work Commission.

6.12 **Higher Qualifications Allowances** shall mean allowances prescribed by SCHEDULE C of this Agreement and shall form part of the employees' base salary for the purposes of Annual Leave, Purchased Leave, Personal Leave, Compassionate Leave, Jury Service, Long Service Leave, Pre-Natal Leave, Parental Leave, Examination Leave, Study Leave, Conference Leave, Professional Development Leave, Blood Donor's Leave, Leave to engage in Emergency Relief Activities, Public Holidays, On-Call/Recall Allowances for psychologists, Overtime, Meal Intervals and Rest Intervals, Rosters, Hours, Occupational Superannuation, Higher Duties, Accident Pay, Health and Safety, Rehabilitation and Workcover, Organisational Change, Notice of Termination by the Employer, Redundancy, Full-Time Employment, Regular Part-time Employment, Casual Employment, Salaries and Allowances, Travelling, Transport and Fares.

6.13 **Medical Physicist** means a person who is eligible for membership of the Australian College of Physical Scientists and Engineers in Medicine as a medical physicist.

6.14 **NES** means the National Employment Standards, as set out in the Fair Work Act 2009;

- 6.15 PBA** means Psychology Board of Australia.
- 6.16 Pharmacist** means a person registered as such under the *Health Practitioner Regulation National Law Act* and any successor legislation and whose name appears on the register of the Pharmacy Board of Australia.
- 6.17 Student Pharmacist** means a person undertaking the course of Bachelor of Pharmacy at the Victorian College of Pharmacy, Monash University, and who has not completed the Pharmacy III examinations.
- 6.18 Pharmacist Intern** means a person who has completed the course of Bachelor of Pharmacy at the Victorian College of Pharmacy, Monash University, or an equivalent Pharmacy course recognised by the Pharmacy Board of Victoria, and who is undergoing the practical training prescribed by the Pharmacy Board, prior to registration as a Pharmacist.
- 6.19 Trainee Pharmacist** means Pharmacist Intern.
- 6.20 Psychologist** means a person registered as a Psychologist by the Australian Health Practitioner Agency in partnership with the Psychology Board of Australia, including psychologists with provisional registration.
- 6.21 Scientist** means a person:
- 6.21.1** who holds a Bachelor of Applied Science or Bachelor of Science or equivalent where 'equivalent' includes a degree awarded by an overseas tertiary institution which is recognised by the National Office of Overseas Skills Recognition as such; or
  - 6.21.2** who holds a post-graduate degree in science or applied science; or
  - 6.21.3** who is eligible for ordinary membership of the Neurophysiological Sciences Society of Australia; or
  - 6.21.4** who is eligible for ordinary membership of the Australian and New Zealand Society of Respiratory Science Ltd and/or full membership of the Australian Sleep Association or
  - 6.21.5** In the case of a scientist working in a pathology laboratory (however titled), a scientist means a person who
    - a.** who has completed the requirements of an undergraduate or post graduate academic qualification acceptable for graduate membership of the Australian Institute of Medical Scientists, or who has completed the requirements of an undergraduate or post graduate academic qualification acceptable for membership of the Australasian Association of Clinical Biochemists or the Australian Association for Microbiology; or
    - b.** Is eligible for ordinary membership of the Human Genetics Society of Australasia or who is eligible to be non-medical member of the Australian Society of Cytology; or
    - c.** who prior to 1 December 1973 held an associate qualification conferred by the (then) Australian Institute of Medical Technologists:
      - Pathology scientists who, in accordance with the health service's laboratory protocols authorise and validate tests results and assess quality control . Where results are outside critical or delta check limits a scientist will review, verify and release results in accordance with the health service's laboratory protocols.
      - The work of a pathology scientist includes but is not limited to cross matching of blood, blood film morphology and the interpretation of genetic testing results.



- Where technicians and /or other laboratory staff are engaged in their work area a scientist with appropriate qualifications and competencies will supervise the work of those staff.

**6.22** **Service** for the purposes of this Agreement means a year of employment shall be deemed to be unbroken notwithstanding:

**6.22.1** any Annual Leave or Long Service Leave taken therein;

**6.22.2** any interruption or ending of the employment by the institution if such interruption or ending is made with the intention of avoiding obligations in respect of Annual Leave or Long Service Leave;

**6.22.3** any absence from work on account of Personal Leave;

**6.22.4** any absence on account of injury arising out of or in the course of the employment of the employee for a period during which payment is made under clause 73 - Accident Pay;

**6.22.5** any absence on account of leave (other than Annual Leave or Long Service Leave) granted, imposed or agreed to by the institution;

**6.22.6** any absence on any other account not involving termination of employment.

**6.23** In calculating a year of employment any absence of a kind mentioned in clauses 6.22.1, 6.22.2, 6.22.3 and 6.22.4 of this sub-clause shall be counted as part of the year of employment but in respect to absences of a kind mentioned in paragraphs 6.22.5 and 6.22.6 and of this clause it will be necessary for the employee, as part of their qualification for Annual Leave and Long Service Leave to serve such additional period as equals the period of such absences.

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

**6.25** **SHPA** shall mean the Society of Hospital Pharmacists of Australia

**6.26** **Shiftworker** – for the purposes of the NES, a shiftworker is an employee who works for more than four ordinary hours on 10 or more weekends during the year in which their annual leave accrues.

**6.27** **Teaching hospital** shall be deemed to be a hospital which is affiliated with, or recognised by, a Victorian University for the instruction of students in medicine.

**6.28** **Trainee Scientist** means any employee engaged in studies leading to the attainment of the qualification Bachelor of Applied Science (Laboratory Medicine) or equivalent.

**6.29** **Union** shall mean the Health Services Union.

**6.30** **Unit** shall for the purposes of SCHEDULE B – RATES OF PAY AND ALLOWANCES, include Andrology, Biochemistry, Blood Banking, Cardiology, Cardio Vascular Perfusion, Clinical Pharmacology, Cytogenetics, Cytology, Embryology, Endocrinology, Gastroenterology, Haematology, Histopathology, IVF Sciences, Immunology, Intensive Care, Lung Function, Medical Physics, Microbiology, Neuropathology, Neurophysiology, Physical Sciences, Renal Dialysis, Renal Unit, Tissue Typing, Vascular Unit or Virology.

**6.31** **Week** for the purpose of this Agreement a week shall be deemed to commence at midnight on a Sunday.

## **7. ANTI-DISCRIMINATION**

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

## **PART 2 - DISPUTE RESOLUTION AND NO EXTRA CLAIMS**

### **8. DISPUTES SETTLING PROCEDURES**

#### **8.1 Resolution Of Disputes And Grievances**

**8.1.1** Unless otherwise provided for in this Agreement, a dispute or grievance about a matter arising under this Agreement or about the National Employment Standards, other than termination of employment, must be dealt with in accordance with this clause.

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

**8.1.3** A person bound by this Agreement may choose to be represented at any stage by a representative, including a Union representative or employer organisation.

#### **8.2 Obligations**

**8.2.1** The parties to the dispute or grievance, and their representatives, must genuinely attempt to resolve the dispute or grievance through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.

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

**8.2.3** No person bound by the Agreement will be prejudiced as to the final settlement of the dispute or grievance by the continuance of work in accordance with this clause.

#### **8.3 Agreement And Dispute Settlement Facilitation**

**8.3.1** For the purposes of compliance with this Agreement (including compliance with this dispute settlement procedure) where the chosen employee representative is another employee of the employer, he/she must be released by their employer from normal duties for such periods of time as may be reasonably necessary to enable them to represent employees concerning matters pertaining to the employment relationship including but not limited to:

- a. investigating the circumstances of a dispute or an alleged breach of this Agreement;
- b. endeavouring to resolve a dispute arising out of the operation of the Agreement; or,
- c. participating in conciliation, arbitration or any other agreed alternative dispute resolution process.

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

#### **8.4 Discussion Of Grievance Or Dispute**

**8.4.1** The dispute or grievance must first be discussed by the aggrieved employee(s) with the immediate supervisor of the employee(s). Where the grievance is about the conduct of the aggrieved employee(s)' immediate supervisor, the employee(s) may first discuss the matter with another representative of the Employer.

**8.4.2** If the matter is not settled, the employee(s) can require that the matter be discussed with another representative of the Employer appointed for the purposes of this procedure.

## **8.5 Internal Process**

**8.5.1** If any party to the dispute or grievance who is bound by the Agreement refers the dispute or grievance to an established internal dispute or grievance resolution process, the matter must first be dealt with in accordance with that process.

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

**8.5.3** If the matter is not settled, the Employer, an employee, or their representative which may include a Union representative, may apply to FWC to have the dispute or grievance dealt with by conciliation;

## **8.6 Disputes Of A Collective Character**

**8.6.1** The parties bound by the Agreement acknowledge that disputes of a collective character concerning more than one employee may be dealt with more expeditiously by an early reference to FWC.

**8.6.2** No dispute of a collective character may be referred to FWC directly unless there has been a genuine attempt to resolve the dispute at the workplace level first.

## **8.7 Conciliation**

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

**8.7.2** This may include arranging:

- a. conferences of the parties to the dispute or their representatives presided over by the member; and,
- b. for the parties to the dispute or their representatives to confer among themselves at conferences at which the member is not present.

**8.7.3** Conciliation before FWC shall be regarded as completed when:

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

## **8.8 Arbitration**

- 8.8.1** If the dispute or grievance has not been settled when conciliation has been completed, either party may request that FWC proceed to determine the dispute or grievance by arbitration.
- 8.8.2** Where a member of FWC has exercised conciliation powers in relation to the dispute or grievance, the member shall not exercise, or take part in the exercise of, arbitration powers in relation to the dispute or grievance if a party objects to the member doing so.
- 8.8.3** Subject to clause 8.8.4 below, the determination of FWC is binding upon the persons bound by this Agreement.
- 8.8.4** An appeal lies to a Full Bench of FWC, with the leave of the Full Bench, against a determination of a single member of FWC made pursuant to this clause.

## **8.9 Conduct of Matters Before FWC**

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

## **9. SETTLEMENT OF DISPUTES - TRAINING LEAVE**

- 9.1** The parties acknowledge that for workplace representatives to effectively perform their duties they should have the appropriate level of training. The Employers recognise that a workplace representative who is well trained in matters including the rights and obligations under the various industrial instruments that operate at the workplace and the rights and responsibilities under the relevant legislation will assist in minimising industrial disputes and further the objective of having a harmonious workplace. To that end the following leave provisions apply.
- 9.2** A local union representative or other workplace representative shall be entitled to, and the Employer shall grant leave of absence of up to a maximum of five days paid leave per calendar year, to attend courses conducted by an accredited training provider and approved by the Union. Leave of absence on full pay for such purposes in excess of five days and up to ten days may be granted in any one calendar year subject to the total leave being granted in that year and in the subsequent year not exceeding ten days. Such leave is granted on the following conditions:
  - 9.2.1** the scope, content and level of the courses are directed to the enhancement of the operation of the settlement of the disputes avoidance/settlement procedure;
  - 9.2.2** reasonable notice is given by the local union representative or other workplace representative;
  - 9.2.3** the taking of leave is arranged having regard to the operational requirements of the Employer;
  - 9.2.4** the local union representative or other workplace representative taking such leave shall be paid all ordinary time earnings. For the purposes of this clause "ordinary time earnings" includes ordinary hours casual loadings, Higher Qualification Allowances, Radiation Safety Officer Allowance and over-Agreement payments where a component of ordinary pay.
  - 9.2.5** leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement;
  - 9.2.6** expenses associated with attendance at trade union training courses, e.g. fares, accommodation and meal costs are not the responsibility of the Employer.

## **10. DISCIPLINARY PROCEDURE**

**10.1** Where an Employer has concerns about the conduct of an employee, or a performance issue that may constitute misconduct, the following procedure is to apply.

### **10.2 Investigative procedure**

**10.2.1** The Employer will advise the employee of the concerns in question and any allegation in writing and conduct a fair investigation having proper regard to procedural fairness and the factors set out below.

**10.2.2** The Employer shall not de-identify complainants other than in exceptional circumstances where there is a risk to the personal safety of the complainant if their identity were disclosed.

### **10.3 Important procedural factors at this point in time include:**

**10.3.1** The Employer must take all reasonable steps to give the employee a reasonable opportunity to answer any concerns or allegations.

**10.3.2** The reason for any interview is to be explained.

**10.3.3** The employee is to be provided with any material which forms the basis of the concerns and any allegation against them and given a reasonable time to respond.

**10.3.4** If the employee raises an issue in their response to the Employer's concerns or allegations, that warrants further investigation, the Employer shall take reasonable steps to investigate the matter.

**10.3.5** A representative of the employee, who may include a union representative, shall be present if desired by either party at all interviews or meetings conducted by the Employer, or conducted on the Employer's behalf, pursuant to this clause.

### **10.4 Disciplinary procedure**

**10.4.1** If following the investigation, the Employer reasonably considers that the employee's conduct may warrant disciplinary steps being taken, the Employer will notify the employee in writing of the basis of its view and any allegation and meet with the employee.

**10.4.2** In considering whether the employee should be disciplined the Employer will consider:

- a. whether there is a valid reason related to the conduct of the employee arising from the investigation justifying the disciplinary process;
- b. whether the employee knew or ought to have known that the conduct was below acceptable standards; and
- c. any explanation by the employee relating to conduct

### **10.5 Possible outcomes**

Where it is determined that after following the procedures in this clause that disciplinary action is warranted, the Employer may take any of the following steps depending on the seriousness of the conduct:

**10.5.1** counsel the employee, with the counselling recorded on the employee's personnel file;

- 10.5.2** give the employee a first written warning and a record of the warning recorded on the personnel file;
  - 10.5.3** where the employee is counselled or given a first written warning, the Employer shall provide and discuss strategies and guidelines with that employee to help them meet required standards.
  - 10.5.4** 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 ;
  - 10.5.5** 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;
  - 10.5.6** Terminate the employee with 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
  - 10.5.7** Terminate the employee without notice where the conduct is serious misconduct (as defined for the purposes of the Fair Work Act) that is wilful and deliberate. In this case, the Employer may issue the employee with a final warning as an alternative to dismissal
- 10.6** The Employer's decision and a summary of its reasons will be notified to the employee in writing.
- 10.7** Except for sub-clause 10.5.7, 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.
- 10.8** A dispute over the clause is to be dealt with in accordance with the Dispute Settling Procedure of this Agreement.
- 10.9 Distribution Of Procedures**
- 10.9.1** Employers will formulate policies and practices in accordance with these procedures, which shall be circulated to all employees. Such policies are not incorporated into this Agreement, and may be amended from time to time by each Employer.
  - 10.9.2** All new employees shall be handed a copy of these procedures on commencement of employment.
- 11. NO EXTRA CLAIMS**
- 11.1.1** This Agreement is in full and final settlement of all matters subject to claims by the Employers and employees covered by this Agreement and for the life of the Agreement no further claims will be made or supported by Employers and employees covered by the Agreement.

## **PART 3 - EMPLOYER AND EMPLOYEE'S DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

### **12. TRANSMISSION OF BUSINESS**

**12.1** Where a business is before or after the date of this Agreement transmitted from an Employer (in this clause called the transmittor) to another Employer (in this clause called the transmittee) and an employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee:

**12.1.1** the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and

**12.1.2** the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.

**12.2** In this clause business includes trade, process, business or occupation and includes any part of any such business and transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

### **13. EXCLUSION OF FIXED TERM CONTRACTS**

**13.1** Fixed term contracts will only be used for true fixed term arrangements, including special projects, post graduate training, graduate year positions, maternity and long service leave relief.

### **14. RESOURCES AND FACILITIES**

#### **14.1 Access to new employees:**

**14.1.1** For the purposes of facilitating the orientation of new employees and in particular familiarizing such employees with this Agreement the Union shall be provided, in writing on a quarterly basis, with the dates, times and venues of any orientation/induction programs and be permitted to attend.

**14.1.2** If the dates of these programmes are fixed in advance for a regular day and time then a list should be sent to the Union forthwith.

**14.1.3** Where the dates of orientation/induction programmes are not fixed in advance, the Union should receive reasonable notification of at least 14 days to enable a Union representative to attend.

#### **14.2 Job and occupational health & safety representatives:**

**14.2.1** In addition to other leave entitlements, job and occupational health and safety representatives are to have reasonable time release from duty to attend to matters relating to industrial, occupational health and safety or other relevant matters such as grievance procedures, committee meetings etc.

**14.2.2** Where representatives are required to attend management meetings outside of paid time they will be paid to attend.

#### **14.3 Access to employees and facilities:**

**14.3.1** For the purpose of avoiding disputes about matters pertaining to the employment relationship or any other matters arising from this Agreement the Union is to be given access to employees.



**14.3.2** The Union's Occupational Health & Safety and job representatives shall be provided with access to facilities such as telephones, computers, e-mail, notice-boards and meeting rooms in a manner that does not adversely affect service delivery and work requirements.

**14.3.3** A notice board for the Union's use should be established in each department in which persons eligible to be members of the Union are employed.

**14.4** The exercise of any right of entry conferred by clause 14 which involves entry to premises for a purpose referred to in s.481 of the *Fair Work Act*, or to hold discussions of a kind referred to in s.484 of the *Fair Work Act*, will be in accordance with the requirements of Part 3-4 of Chapter 3 of the *Fair Work Act*.

## **15. NOTIFICATION OF CLASSIFICATION**

**15.1** Each Employer shall notify each employee in writing on commencement of their employment of their classification and terms of employment.

**15.2** Each Employer shall notify each employee of any alteration to their classification in writing no later than the operative date of such alteration.

## **16. TYPES OF EMPLOYMENT**

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

**16.1.1** full-time employees;

**16.1.2** regular part-time employees;

**16.1.3** casual employees;

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

## **17. INDIVIDUAL FLEXIBILITY ARRANGEMENTS**

**17.1.1** An employee and an Employer may enter into an individual flexibility arrangement pursuant to this clause in order to meet the genuine needs of the employee and Employer. An individual flexibility arrangement must be genuinely agreed to by the employee and Employer.

**17.1.2** An individual flexibility arrangement may vary the effect of one or more of the following terms of this enterprise agreement:

a. professional development leave (clause 63)

b. higher duties (clause 42)

c. arrangements for when work is performed (clauses 45.1 and 45.2)

**17.1.3** An employee may nominate a representative including the Union to assist in negotiations for an individual flexibility arrangement.

**17.1.4** The Employer must ensure that any individual flexibility arrangement will result in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to.

**17.1.5** The Employer must ensure that an individual flexibility arrangement is in writing and signed by the employee and Employer. If the employee is under 18 years the individual flexibility arrangement must be signed by a parent or guardian of the employee.

**17.1.6** The Employer must give a copy of the individual flexibility arrangement to the employee within 14 days after it is agreed to.

**17.1.7** The Employer must ensure that any individual flexibility arrangement sets out:

- a. the terms of this enterprise agreement that will be varied by the arrangement;
- b. how the arrangement will vary the effect of the terms;
- c. how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
- d. the day on which the arrangement commences.

**17.1.8** The Employer must ensure that any individual flexibility arrangement:

- a. is about matters that would be permitted matters under section 172 of the *Fair Work Act 2009* if the arrangement were an enterprise agreement;
- b. does not include any term that would be an unlawful term under section 194 of the *Fair Work Act 2009* if the arrangement were an enterprise agreement; and
- c. provides for the arrangement to be terminated:
  - by either the employee or Employer giving a specified period of written notice, with the specified period being not more than 28 days; and
  - at any time by written agreement between the employee and Employer.

**17.1.9** An individual flexibility arrangement may be expressed to operate for a specified term or while the employee is performing a specified role (such as acting in a specified higher position). Such an arrangement will terminate on expiry of the specified term or when the employee ceases to perform the specified role, unless terminated earlier on notice or by agreement.

## **18. FULL-TIME EMPLOYMENT**

**18.1** An employee who is ready, willing and available to work a full week of 38 hours as and when required by the Employer, who is engaged as a full-time employee, shall be entitled to the full weekly wage prescribed herein irrespective of the number of hours worked not exceeding 38.

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

## **19. REGULAR PART-TIME EMPLOYMENT**

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

**19.1.1** works less than full-time hours of 38 per week (or less than 76 hours in a fortnight); and

**19.1.2** has reasonably predictable hours of work; and

**19.1.3** receives, on a pro rata basis, equivalent pay and conditions to those for full-time employees who do the same kind of work.

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

**19.2.1** a regular pattern of work, specifying the hours worked each day;

**19.2.2** which days of the week the employee will work; and

**19.2.3** the actual starting and finishing times each day.

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

**19.4** Regular part-time employees shall be paid:

**19.4.1** for all employees except Pharmacists at an hourly rate equal to 1/38th of the weekly rate appropriate to the employee's classification; employees employed under this clause shall receive leave entitlements on a pro rata basis.

**19.4.2** the conditions of part-time work shall be agreed upon between Employer and employee and shall be confirmed in writing between the two parties.

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

## **20. CASUAL EMPLOYMENT**

**20.1** An Employer may employ casual employees in any classification in this Agreement subject to this clause. A Casual employee is a person who is either a Casual employee or a Locum Pharmacist as defined in subclause 20.2 or 20.3.

### **20.2 Casual Employment**

**20.2.1** In order to ensure the effective operation of services, each Employer will endeavour to meet service requirements through the employment of permanent employees, either full time or, part time. An Employer may use Casual staff where the current permanent staff is not available.

**20.2.2** Where there is a need to fill rosters due to absence, part time employees will be asked first if they want to work additional hours. If this is not possible the Employer should use Casual employees as a last resort.

**20.2.3** A Casual employee is a direct employee engaged in relieving work of a casual nature and whose engagement is terminable by an Employer in accordance with the Employer's requirements without the requirement of prior notice by either party. They are to be paid per hour worked an amount equal to 1/38 of the weekly salary as set out in this Agreement appropriate to the class of work performed plus 25%; or 75% on weekends and public holidays;

**20.2.4** Except for the provisions of clause 20.4 and as provided in clause 58.2, a Casual employee is not entitled to Annual Leave, Long Service Leave, or Personal Leave

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

- 20.3.1** A Locum is a Pharmacist who is a temporary employee engaged in work of a casual nature or to relieve any full-time or part-time employees during their absences from work, and whose engagement is terminable by an Employer in accordance with the Employer's requirements without the prior notice of either party.
- 20.3.2** A Locum employee shall be paid per hour worked an amount equal to 1/38th of the weekly wage prescribed for the class of work done with the addition of 25% provided that the provisions of clauses 45-HOURS OF WORK, 46-SHIFT WORK and 49-OVERTIME - including Saturday and Sunday work, shall apply to Locum employees.
- 20.3.3** Locum employees shall not be entitled to the provisions of clauses in this Agreement relation to Personal/carers leave, Termination of Employment, Annual Leave, Jury Service, or Examination Leave.

#### **20.4 Unpaid Personal Leave Entitlement For Casuals**

- 20.4.1** Subject to the evidentiary and notice requirements in clause 55.7 casual employees are entitled to not be available to attend work, or to leave work:
- a. if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
  - b. upon the death in Australia of an immediate family or household member.
- 20.4.2** The Employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to two days per occasion. The employee is not entitled to any payment for the period of non-attendance.
- 20.4.3** An Employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an Employer to engage or not to engage a Casual employee are otherwise not affected.

#### **20.5 Conversion of former "regular casual" employees**

- 20.5.1** By no later than the day 28 days after the commencement of this Agreement (**Election Date**), any employee who:
- a. is at the Election Date employed by an Employer; and
  - b. immediately prior to the commencement of this Agreement was employed by that Employer as a 'Regular Casual' employee under clause 20.2 of the Public Health Sector (Medical Scientists, Pharmacists and Psychologists) Multi-Enterprise Agreement 2008-2011,
- must provide their Employer with an election in writing whether they wish to convert their employment to either part-time employment or casual employment.
- 20.5.2** An employee to whom clause 20.5.1 applies, who provides to their Employer an election in writing under clause 20.5.1 on or before the Election Date, and who in that election states that they wish to convert their employment to casual employment will, from the date of providing that election to their Employer, be engaged as a casual employee under this Agreement.
- 20.5.3** An employee to whom clause 20.5.1 applies, who provides to their Employer an election in writing under clause 20.5.1 on or before the Election Date, and who in that election states

that they wish to convert their employment to part-time employment will, from the date of providing that election to their Employer, be engaged as a part-time employee under this Agreement.

**20.5.4** If an employee to whom clause 20.5.1 applies does not provide to their Employer an election in writing under clause 20.5.1 by the Election Date, the employee will:

- a. be deemed, with effect from the Election Date, to be a part-time employee; and
- b. from the Election Date, be engaged as a part-time employee under this Agreement.

**20.5.5** An employee who elects under clause 20.5.1 to convert to part-time employment, or who is deemed by clause 20.5.4 to convert to part-time employment, will not be regarded as having their continuity of service broken merely as a result of that conversion.

## **20.6 Preservation of accrued long service leave of former "regular casual" employees who convert to part-time employment**

**20.6.1** This clause will apply to an employee if all of the following criteria are satisfied:

- a. immediately prior to the commencement of this Agreement, the employee was employed by an Employer as a 'Regular Casual' employee under clause 20.2 of the Public Health Sector (Medical Scientists, Pharmacists and Psychologists) Multi-Enterprise Agreement 2008-2011;
- b. the employee elects under clause 20.5.1 to convert to part-time employment, or is deemed by clause 20.5.4 to have converted to part-time employment; and
- c. as at the Election Date for that employee, the employee had completed at least ten years' Service.

**20.6.2** If an employee to whom clause 20.6.1 applies takes, or is paid in respect of, long service leave under clause 58.3 of this Agreement, prior to the nominal expiry date of this Agreement, the calculation of the amount paid to the employee in respect of the employee's service prior to their Election Date will be based on the higher of:

- a. the employee's rate of pay immediately prior to the commencement of this Agreement (including any Regular Casual loading); or
- b. the employee's rate of pay as at the date of taking, or being paid in respect of, Long Service Leave.

Provided that the employer will not unreasonably refuse to grant an application by such an employee to take Long Service Leave prior to 30 October 2016.

## **21. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS**

**21.1.1** An employee who has completed at least twelve months continuous service with the Employer or is a long term casual employee with a reasonable expectation of continuing employment by the Employer on a regular and systematic basis and who is a parent, or has responsibility for the care of a child may request the Employer for a change in working arrangements to assist the employee to care for the child in accordance with the NES if the child:

- a. is under school age;
- b. is under 18 years of age and has a disability;

Examples of changes in working arrangements include hours of work, changes in patterns of work and changes in work location.

**21.1.2** The Employer may only refuse the employee's request on reasonable business grounds.

**21.1.3** Requests made under 21.1.1 must be made in writing and set out the details of changes sought and the reasons for the change.

**21.1.4** An Employer who receives a written request under 21.1.1 must give the employee a written response to the request within 21 days stating whether the Employer grants or refuses the request. Where the Employer refuses the request in accordance with clause 21.1.4, the Employer's written response must also include details of the reason for the refusal.

## **22. TRAINEE SCIENTISTS**

**22.1** No Trainee Scientist (as defined by clause 6.28) shall be required or permitted to work in any laboratory at any time without the supervision of a qualified employee.

## **23. PSYCHOLOGISTS SUPERVISOR TRAINING**

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

## **24. ORGANISATIONAL CHANGE**

### **24.1 Existing Organisational Change Agreements**

**24.1.1** Any Employer with an existing organisational change agreement (however titled) with the Union that is reduced to writing will continue to apply the terms of that agreement as though they were terms of this Agreement, provided that the provisions of these agreements are contained in the schedules to this Agreement and apply to the Employers listed in sub-clause 24.1.2 below.

#### **24.1.2** Schedule \_\_\_\_\_ Health Service

<b>F</b>	Alfred Health
<b>E</b>	Austin Health
<b>F</b>	Eastern Health
<b>H&amp;I</b>	Melbourne Health
<b>H&amp;I</b>	Northern Health
<b>F</b>	Peter McCallum Cancer Institute
<b>J</b>	Royal Children's Hospital
<b>F</b>	Royal Victorian Eye and Ear Hospital
<b>J</b>	Royal Women's Hospital
<b>L</b>	Southern Health
<b>M</b>	St. Vincent's Health
<b>H&amp;I</b>	Western Health

### **24.2 Employers Without Existing Organisational Change Agreements**

**24.2.1** An Employer without such an agreement will, as a minimum, apply the following:

- a. Where an Employer has made a definite decision to implement major changes in its program organisation, structure or technology that are likely to have a significant impact on employees, the Employer shall, as early as practicable, consult with employees and their representatives, which may include the Union, before the introduction of any proposed changes.
- b. The Employer shall discuss with the affected employees and their representatives, which may include the Union, amongst other things:
  - the introduction of changes that are likely to have significant effect on employees;
  - the effects such changes are likely to have on employees;
  - the reasons for any proposed redundancies and measures to avert or mitigate adverse effects of such changes on employees.
- c. For the purposes of such discussion, the Employer shall provide in writing to the affected employees and their representatives which may include the Union:
  - all relevant information about the changes, including the nature of the changes proposed;
  - reasons for any proposed redundancies and the number of employees and categories likely to be affected; and
  - the expected effects of the changes on employees and other matters that may impact on them and shall not be required to disclose confidential information the disclosure of which would be contrary to the Employer's interests.
- d. For the avoidance of doubt subclause 27.1 of clause 27 (Redeployment) shall also apply.

**25. TECHNOLOGICAL CHANGE (All Classifications Except Psychologists)**

**25.1** This clause will only operate if the Employer and the Union are not jointly parties to another agreement which was certified prior to the lodgement of this Agreement and which deals with the introduction of change. The provisions of these agreements are contained in the schedules to this Agreement and apply to the Employers listed in clause 25.2 below.

<b>25.2</b>	<b>Schedule</b>	<b>Health Service</b>
	I	Melbourne Health
	I	Northern Health
	J	Royal Children’s Hospital
	J	Royal Women’s Hospital
	M	St. Vincent’s Health
	I	Western Health

The provisions of clauses 25.3 to 25.9 shall apply to all Employers not listed in this sub-clause.

**25.3 Definitions**

**25.3.1** For the purpose of this clause:

- a. Technological Change** means the introduction, alteration or replacement of pharmaceutical or scientific instruments, computers, or work practices ancillary to the use of such equipment, which change, if implemented by an Employer, may have material effects in or on the employment of persons to which this Agreement applies.
- b. Pharmaceutical or Scientific Instrument/Computer** means an electronic device which is capable of receiving specimens, facts or data, processing or performing calculations on those specimens or data, and delivering answers or information in the required format for use by a person, or to control the operations of other machines or scientific instruments or computers.
- c. Material Effects** means the termination of employment, the elimination or diminution of job opportunities, promotional opportunities, job tenure or the use of skills, the alteration of hours of work, and the need for retraining or transfer of employees to other work or locations.
- d. Employer** means the employing institution and/or the authorised agent of the institution who is responsible for the performance of any act coming within the meaning of this clause.

#### **25.4 Notification**

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

- a.** the representatives of the employees which may include the Union, and
- b.** in any case where the Employer is able to identify the employee (s) who may be materially affected in their employment by the change, those employees;

that the investigation is being undertaken, and specify the Employer's principal objective or objectives of such investigation.

#### **25.5 Consultation During Feasibility Investigation**

**25.5.1** During the course of any feasibility investigation, the Employer shall:

- a.** keep the parties who have been notified pursuant to clause 25.4.1 informed; and
- b.** when requested in writing by such employees or their representatives to do so, consult with them about any technological change being considered, any material effect which might ensue and alternative proposals which might eliminate or lessen such effects.

#### **25.6 Decision To Implement**

**25.6.1** If an Employer decides to implement technological change, the employees who may be materially affected in their employment by the change, and any employee representatives which may include the Union, will be notified by the Employer as soon as possible thereafter.



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

## **25.7 Information**

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

## **25.8 Method Of Notification**

**25.8.1** All notifications and information to the Union will be addressed in writing to the Secretary or to such other official thereof as designated by the said Secretary.

**25.8.2** All notifications and information to employees shall be in writing.

## **25.9 Consultations**

**25.9.1** All consultations between the Union and the Employer will take place at the Employer's place of business during the usual office hours or at such time or times and place as are agreed upon, or in the absence of agreement as are specified by the Employer.

## **26. NOTICE OF TERMINATION**

### **26.1 Notice Of Termination By Employer**

**26.1.1** In order to terminate the employment of an employee the Employer must give to the employee 4 weeks notice of termination.

**26.1.2** In addition to the notice in 26.1.1, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.

**26.1.3** Payment in lieu of the prescribed notice in 26.1.1 and 26.1.2 must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the Employer making payment for the remainder of the period of notice.

**26.1.4** The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the Employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

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

**26.1.5** The Period Of Notice in this clause does not apply:

- a. in the case of dismissal for serious misconduct;
- b. to employees engaged for a specific period of time or for a specific task or tasks;
- c. to Casual and Locum employees;

**26.1.6** Continuous Service is defined in clause 58 Long Service Leave

## **26.2 Notice Of Termination By An Employee**

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

**26.2.2** If an employee fails to give the notice specified in 26.2.1 the Employer has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under clause 26.1.4.

## **26.3 Job Search Entitlement**

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

## **27. REDEPLOYMENT**

**27.1** If after consultation the employee's position is deemed to be excess to requirements, consultation with the employee and their representatives which may include the Union will occur to endeavour to redeploy the employee to another position if a suitable vacancy exists.

"Suitable vacancy" means a position classified at the employee's substantive level where the employee will be able to satisfactorily carry out the duties of that position with a reasonable amount of training.

**27.2** If the employee is employed by an employer within the definition of "public sector agency" under Victorian Government Public Sector Industrial Relations Policy, and the employee is unsuccessful in being redeployed or appointed to a new position and no suitable vacancy exists, they shall be eligible for the relevant redundancy package available under Victorian Government policy (the separation packages) at the time of termination. Such policy is not incorporated into this Agreement and may be amended from time to time.

## **PART 4 - MENTAL HEALTH**

This part only applies to Psychologists engaged by an Employer in Department of Health-funded psychiatric and/or mental health programs.

### **28. COMMUNITY CASELOAD MANAGEMENT (Psychologists in Mental Health)**

- 28.1** A Statewide standard has been developed entitled "*The Victorian Public Mental Health Caseload Management Standard 2011*" (the **Standard**), which incorporates the Caseload Management System [CMS] requirements referred to below.
- 28.2** The Standard is to be implemented by each Employer through local consultation via the Mental Health Workplace Implementation Committee.
- a.** CMS Requirements
- 28.3** The principle that a clinician's caseload capacity, including the clinician's secondary caseload capacity, and case management is determined by a range of factors including:
- a.** the clinician's ordinary rostered hours;
- b.** client complexity and needs (which includes travelling time and documentation);
- c.** clinical commitments to clients as well as team/service;
- d.** organisational commitments;
- e.** the clinician's professional development and clinical supervision commitments;
- f.** the skill, competency and/or experience of the clinician.
- 28.4** The principle that all tasks assigned to the employee, including caseload allocation and fixed and variable clinical and organisational commitments are expected to be capable of being completed within the employee's normal weekly or fortnightly hours of duty.
- 28.5** The CMS includes provision for the following:
- a.** a system that provides for systematic triage, allocation, monitoring, discharge and review functions of Client cases and
- b.** an agreed allocation tool to guide the allocation of the individual clinician's time will be incorporated at the relevant decision making points appropriate to each service. The tool will identify an employee's:
- Organisational Commitments eg EQUIP portfolios, planned absences such as ADOs, regular meetings etc
  - Clinical Commitments eg handovers, clinical commitments based upon assessment of existing client needs including travel, direct client contact, secondary meetings and other tasks associated with the case management of a client

- Variable Commitments eg either clinical or organisational commitments that may vary from week to week
- Fixed Commitments i.e. commitments that must occur

**28.6** The agreed allocation tool will also incorporate the following:

- A case weighting system that reflects the acuity and complexity of cases allocated to each employee;
- A regular method of clinical workload assessment; and
- A mechanism for caseloads to be reviewed between the clinician/team manager on a weekly basis or as otherwise determined at the service.

**28.7 Overtime**

**28.7.1** Overtime and/or time in lieu should not be used as a means to augment the existing workforce or caseload requirements.

**28.8 Secondary caseloads**

**28.8.1** In determining how to manage the caseload of a clinician during periods of planned and unplanned absences, consideration will be given at team level to the following:

- other clinician's caseload commitments;
- the principle that a clinician's caseload capacity and case management (including secondary caseload capacity) is determined by the CMS tool and requirements referred to in this clause

**28.8.2** Where the full or partial secondary caseload is agreed to be absorbed within the team the cases will be appropriately allocated according to the above principles;

**28.8.3** Backfill will be provided if the secondary caseload is unable to be managed despite active prioritisation of caseload at team level.

**28.9 No Disadvantage**

**28.9.1** No clinician will be subject to less favourable treatment by the Employer by reason of the employee seeking to enforce their rights under this clause.

## **29. SUPERVISION OF PROVISIONAL PSYCHOLOGISTS**

The Employer will ensure that a provisional Psychologist employed within the mental health program is provided, at no cost to themselves, with supervision from a senior psychologist classified at Grade 3 or above in accordance with the requirements of the PBA .

## **PART 5 - CLASSIFICATION, SALARIES AND HIGHER QUALIFICATION ALLOWANCES**

### **30. AUDIOLOGISTS**

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

### **31. CLINICAL PERFUSIONISTS**

**31.1** For Clinical Perfusionist classification definitions and Higher Qualification Allowances see SCHEDULE C, clause 2

**31.2** Clinical Perfusionists employed by the Royal Children's Hospital:

- a. will be covered by SCHEDULE K to this Agreement;
- b. will not be covered by SCHEDULE J to this Agreement, save for clause 14 (Consultation and Change) of that Schedule; and
- c. will not be covered by clauses 45 (Hours), 47 (Rosters), 49 (Overtime), 50 (On Call-Recall), 46 (Shift Work), 69 (Public Holidays), 71 (Travelling Transport and Fares), 74 (Child Care Costs) and 53 (Annual Leave Loading) of this Agreement.

### **32. DIETITIANS**

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

### **33. GENETIC COUNSELLORS**

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

### **34. MEDICAL PHYSICISTS**

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

### **35. MEDICAL SCIENTISTS MERIT RECLASSIFICATION GUIDELINES**

**35.1** Guidelines for merit reclassification of Medical Scientists

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

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

**35.3** **Scientist Grade 2**

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

#### **35.4 Scientist Grade 3**

- 35.4.1** Is a Scientist appointed to this grade and/or who has been qualified (as defined) for at least eight years and is engaged on specialised scientific work or work of a research or developmental nature.
- 35.4.2** Widely experienced Scientists with sound knowledge and skills relating to an extensive range of diagnostic tests or procedures, and/or work of a specialised nature. At this level, Scientists may validate test results or be engaged in work of a research or developmental nature and are expected to have achieved a high level of professional development.
- 35.4.3** To satisfy these requirements Scientists must:
- a.** have a minimum of eight years professional experience;
  - b.** have satisfied at least four of the merit criteria for Scientist grade 2.

- c. Other factors to be taken into consideration are:
- d. demonstrated experience and expertise in the direct performance and interpretation of a wide range of diagnostic procedures and/or in the evaluation, operation and maintenance of complex equipment and instruments;
- e. demonstrated commitment to professional development. Elements which will be taken into consideration include, inter alia:
- regular participation in meetings of professional organisations;
  - membership of professional committees;
  - teaching activities.
- f. academic development achieved. The following qualifications will be considered:
- Membership of the Australian Association of Clinical Biochemists (MAACB), Diploma of Bacteriology, Master of Science (M.Sc.), Master of Applied Science (M.App.Sc.), Membership of the Australian Institute of Physics (MAIP), Fellow of the Human Genetics Society of Australia (FHGSA), Graduate Diploma in Health Administration, Doctor of Science (D.Sc.), Doctor of Philosophy (Ph.D.), Fellow of the Australian Association of Clinical Biochemists (FAACB), Fellow of the Australian Institute of Medical Scientists (FAIMS), Fellow of the Australian Institute of Physics (FAIP), Fellow of the Institute of Medical Laboratory Scientists (FIMLS), Member of the Royal College of Pathologists, Graduate Diploma Epidemiology, Graduate Diploma Biostatistics, Member of the Human Genetics Society of Australia (MHGSA), Master of Applied Epidemiology, Master of Public Health (MPH), Master of Epidemiology or any other recognised equivalent Degree or Diploma relevant to medical sciences from a tertiary institution pursuant to SCHEDULE C, clause 6.14 of this Agreement.
  - publications in which the applicant is a major contributor.
  - presentations at scientific meetings relevant to medical sciences.
  - academic appointments.
- g. demonstrated experience in:
- maintaining laboratory statistics;
  - formulating and maintaining programmes for the development and cost containment of the laboratory's work;
  - making budgetary submissions for their area.

### **35.5 Scientist Grade 4**

**35.5.1** A Scientist appointed as such with at least ten years experience, utilising advanced and specialised professional knowledge and experience.

**35.5.2** Very experienced Scientists with advanced and specialised professional knowledge relating to one or more disciplines of medical science. At this level, Scientists are expected to have made significant contributions to medical science and to be recognised as local experts in a relevant scientific and/or diagnostic speciality or activity.

**35.5.3** To satisfy these requirements, scientists must:

- a. have a minimum of ten years professional experience;
- b. have satisfied most of the criteria for a scientist grade 3;
- c. have a high standing in the scientific community as assessable on the basis of: qualifications; awards; past appointments; publications; membership of committees and of professional organisations; consultancies; research grants in which the applicant is the principal or associate investigator; teaching appointments/commitments.
- d. Other factors to be taken into consideration are:
  - capacity in formulating, initiating and conducting programmes devoted to laboratory organisation, introduction of new procedures in service, development and research; and
  - assessing the value of such programmes in relating to the medical objectives and priorities of the employing Institution.

### **35.6 Scientist Grade 5**

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

## **36. MEDICAL SCIENTISTS CLASSIFICATION DESCRIPTORS**

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

## **37. PHARMACISTS**

For Pharmacist classification definitions and Higher Qualification Allowances see SCHEDULE C, clause 7. For grouping criteria for departments of pharmacy see SCHEDULE C, Attachment 1.

## **38. PSYCHOLOGISTS**

For Psychologist classification definitions and Higher Qualification Allowances see SCHEDULE C, clause 8.

## **39. PROGRESSION THROUGH PAY POINTS**

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

## **40. OVERLAPPING PAY POINTS BETWEEN GRADES**

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

## **41. SALARIES AND ALLOWANCES**

### **41.1 Salaries**

**41.1.1** Each employee is to be paid in accordance with the salary scale set out in SCHEDULE B for the relevant classification and grade corresponding with the work undertaken by the employee.



**41.1.2** The salaries and allowances payable to employees as set out in SCHEDULE B have been adjusted by the following increases payable and to apply from the first pay period on or after (FFPPOA) 1 November 2012.

**41.1.3** These salaries and allowances shall be increased as follows:

- a. 2.50% effective first full pay period on or after 1 November 2012;
- b. 2.50% effective first full pay period on or after 1 November 2013;
- c. 2.50% effective first full pay period on or after 1 November 2014;
- d. 2.50% effective first full pay period on or after 1 November 2015;
- e. In addition to the increases in 41.1.3a - d, Medical Physicists shall receive classification increases effective first full pay period on or after 1 July 2013 as shown in SCHEDULE B.

## **41.2 Salary Packaging**

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

**41.2.1** By written agreement with the employee, the current salary specified in section A of SCHEDULE B, may be salary packaged in accordance with the Employer policy on salary packaging.

**41.2.2** The employee shall compensate the Employer from within their salary, for any Fringe Benefits Tax (FBT) incurred as a consequence of any salary packaging arrangement the employee has entered into.

**41.2.3** The Parties agree that in the event that salary packaging ceases to be an advantage to the employee (including as a result of subsequent changes to FBT legislation), the employee may elect in writing to convert the amount packaged to salary. Any costs associated with the conversion to salary shall be borne by the employee and the Employer shall not be liable to make up any benefit lost as a consequence of an employee's decision to convert to salary.

**41.2.4** The employee shall be responsible for all costs associated with salary packaging arrangements, including the administration costs provided that such administration costs shall be confined to reasonable commercial charges as levied directly by the external salary packaging provider and/or in-house payroll service (as applicable), as varied from time to time.

**41.2.5** 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

**41.2.6** The Employers recommend that employees who are considering salary packaging seek independent financial advice. The Employer shall not be held responsible in any way for the cost or outcome of any such advice.

**41.2.7** Where an employee participates in salary packaging through an external salary packaging agency and terminates their employment, the final pay on termination may be delayed due to the reconciliation of their salary packaging account balance.

## **41.3 Once off lump sum payment**

**41.3.1** All full-time equivalent employees will receive a once-off lump sum payment of \$1500 (pro-rata for part-time employees) payable following FWC approval of the enterprise agreement.

- 41.3.2** For the avoidance of doubt relieving casuals and locums are excluded from the once off lump sum payment provided in this clause.
- 41.3.3** The once off lump sum payment specified in clause 41.3.1 above will be payable to all eligible employees employed by Employers as at 1 November 2012.
- 41.3.4** Regular casuals who were employed, under clause 20.2 of the *Public Health Sector (Medical Scientists, Pharmacists and Psychologists) Multi-Enterprise Agreement 2008-2011* as at 1 November 2012 and whom make an election to become a part-time employee under clause 20.5 of the Agreement shall receive the once off lump sum payment referred to in clause 41.3.1 on a pro-rata basis. The once off lump sum payment will be made as soon as practicable after the election has been made.

**41.4 Allowances**

**41.4.1 Meal Allowance**

An employee shall be paid an allowance:

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

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

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

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

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

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

**41.4.3 Removal Expenses (Psychologists Only)**

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

#### **41.4.4 Blood Check Allowance**

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

#### **42. HIGHER DUTIES**

- 42.1** An employee who is authorised to assume the duties of another employee on a higher classification under this Agreement for a period of five or more consecutive working days shall be paid for the period for which he/she assumed such duties, at not less than the minimum rate prescribed for the classification applying to the employee so relieved.
- 42.2** Provided however that where a Laboratory Manager is appointed in writing to assume the same administrative responsibilities as the Director or Pathologist in charge, for a period exceeding four weeks they shall be paid at the top incremental level for the classification with the addition of 31.5% of that increment.

#### **43. PAYMENT OF WAGES**

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

#### **44. OCCUPATIONAL SUPERANNUATION**

##### **44.1 Superannuation Legislation**

- 44.1.1** The subject of superannuation is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- 44.1.2** Notwithstanding clause 44.1.1 the following provisions shall also apply.
- 44.1.3** Employees will continue to have access to HESTA or First State Super.
- 44.1.4** Superannuation contributions will be paid by the Employer into the relevant fund. Superannuation contributions will be paid on ordinary time earnings as defined in the *Superannuation Guarantee (Administration) Act 1992 (Cth)*.

**44.1.5** An employee may sacrifice part of their salary as an Employer contribution to superannuation. Where this occurs, the Superannuation Guarantee Charge (**SGC**) contribution by the Employer will be calculated on the employee's pre-salary sacrifice rate of pay.

**44.1.6** Where pursuant to clause 41.2 of this Agreement, an employee packages part of their salary, the employee's SGE contribution shall be calculated on the pre-packaged rate of pay.

#### **44.2 Fund**

**44.2.1** **Fund** for the purpose of this clause shall mean

(a) Health Employees Superannuation Trust Australia (HESTA) established and governed by a trust deed 23 July 1987, as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto;

(b) First State Super, and includes any superannuation scheme which may be made in succession thereto; or

(c) VicSuper, for those employees who are already VicSuper members.

**44.2.2** Each new employee shall be required to complete a membership application for either HESTA or First State Super on commencement of employment and the Employer shall forward the completed application to the Fund within 4 weeks of the or commencement of employment. Provided that new employees who are members of VicSuper may continue to have their SGC contributions paid into VicSuper.

**44.2.3** Where an employee fails to elect a superannuation fund within 4 weeks of commencing employment the default fund will be the HESTA superannuation Fund.

**44.2.4** Each employee shall be eligible to receive contributions from the date of commencing employment, notwithstanding the date the membership application prescribed in clause 44.2.2 was forwarded to the Fund.

#### **44.3 Employer Contributions On Behalf Of Each Employee**

**44.3.1** The Employer shall contribute to the Fund such contributions as required to comply with the *Superannuation Guarantee (Administration) Act 1992* and *Superannuation Guarantee Charge Act 1992* as amended from time to time.

**44.3.2** The amount of contributions to the Fund shall be calculated to the nearest ten cents, any fraction below five cents shall be disregarded.

**44.3.3** Such contributions shall be made monthly by the last day of the month following, the total of the weekly contribution amounts accruing in the previous month in respect of each employee.

**44.3.4** The Fund and the amount of contributions paid in accordance with this clause and clause 44.5 shall be included in pay advice notices provided by the Employer to each employee.

**44.3.5** Contributions shall continue to be paid in accordance with this clause during any period in respect of which any employee is entitled to receive accident pay in accordance with clause 73 (Accident Pay).

#### **44.4 Cessation Of Contributions**

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

#### **44.5 Employee Contributions**

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

## **PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK, WEEKEND WORK & WORKLOAD ISSUES**

### **45. HOURS OF WORK**

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

**45.1.1** The ordinary hours of work shall be 38 hours per week or 76 hours a fortnight.

**45.1.2** The ordinary hours shall be 152 hours per four week period, to be worked as 19 shifts each of eight hours duration or by mutual agreement, shifts of not more than ten hours each over four days per week may be worked, provided that the length of any ordinary shift shall not exceed ten hours.

**45.1.3** The ordinary hours for a week's work for a Pharmacist, student Pharmacist or Pharmacist Intern shall be worked between Monday and Friday.

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

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

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

#### **45.3 Nine day fortnight**

**45.3.1** Notwithstanding anything else in this clause, with the agreement of the Employer, a full-time employee may work nine (9) days within a fortnight with a tenth day as a non-paid day and four rostered days off. Such employees will not access the ADO provisions outlined in clause 45.4 below and will work longer shifts to allow for the completion of 76 hours in a fortnight. Hours worked in addition to 76 hours per fortnight will be paid as overtime under clause 49.

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

**45.4.1** An Accrued Day Off (ADO) is to accrue for each full-time employee in accordance with clause 45.1.2 above.

**45.4.2** Payment for ordinary hours will be for 7 hours 36 minutes each day worked with 24 minutes each day of ordinary duty being accrued towards one paid day off per four week period.

**45.4.3** Provided that where shifts are worked over four days in accordance with clause 45.1.2 above, local arrangements will be entered into regarding the accrual of ADOs, such that full-time employees accrue an ADO over a five week cycle.

#### **45.5 ADOs and rosters**

**45.5.1** Subject to the provisions of clause 47 – Rosters, there shall be a four week (or five weeks in the case of ten hour shifts) roster drawn up showing the days on which the employee is to work their ordinary hours and the employee's accrued days off.

**45.5.2** Each employee shall take their ADO in accordance with the roster.

**45.5.3** An employee's ADO may be changed during the currency of the roster period by agreement between the Employer and employee. If an ADO is deferred, it shall be taken within the next four week period, unless otherwise agreed. In the absence of agreement, where the day of an ADO is changed by the Employer, clause 47 – Rosters shall apply.

**45.5.4** Where possible the ADO shall be taken in conjunction with the normal rostered day(s) off.

**45.5.5** Any untaken ADOs shall remain to the credit of the employee and will be paid out on termination of employment.

**45.5.6** Absences on paid leave shall count as time worked for the purposes of accrual of time towards ADOs.

**45.5.7** Where an employee's ADO falls on a public holiday prescribed by this Agreement, the ADO shall be taken in lieu thereof at a time agreed between the Employer and employee. Such day shall be taken within the same four week cycle where practical.

**45.5.8** An employee may elect, with the consent of the Employer, to take a part ADO.

**45.5.9** An Employer shall record ADO arrangements in the Time and Wages Record pursuant to the Act.

#### **45.6 Summer Time**

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

**a.** commencing before the time prescribed pursuant to the relevant legislation for the commencement of a summer time period; and

**b.** commencing on or before the time prescribed pursuant to such legislation for the termination of a summer time period:

shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end thereof; the time of the clock in each case to be set to the time fixed pursuant to the legislation.

**c.** The expression standard time and summer time shall bear the same meaning as are prescribed by legislation, and legislation shall mean *the Summer Time Act 1972*, as amended or as substituted.

#### **46. SHIFT WORK**

##### **46.1 All Employees Except Pharmacists**

**46.1.1** In addition to any other rates prescribed elsewhere in this Agreement, an employee whose rostered hours or ordinary duty finish between 6.00 p.m. and 8.00 a.m. or commence between 6.00 p.m. and 6.30 a.m. shall be paid an amount equal to 2.5% of the weekly rate applicable to the "Scientist grade I, 1st year of experience after qualification" per rostered period of duty.

**46.1.2** 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 shall be paid for any such period of duty an amount equal to 7.62%, of the rate applicable to the first year of experience Scientist Grade I, and provided further that in the case of an employee permanently working on any such rostered hours of ordinary duty they shall be paid for any such period of duty an amount equal to 8.43% of the rate applicable to first year of experience Scientist Grade I. Permanently working shall mean working for any period in excess of four consecutive weeks.

**46.1.3** Provided further that in the case of an employee who changes from working on one shift to working on another shift the time of commencement of which differs by four hours or more from that of the first they shall be paid an amount equal to 4% of the rate applicable to that of a first year of experience Scientist Grade 1 on the occasion of each such change in addition to any amount payable under the preceding provisions of this clause.

**46.1.4** Clause 46.1.3 above does not apply either where the employee requests a change to the roster which creates a change of shift as described in 46.1.3 or where the employee has 48 hours off duty between successive shifts.

**46.1.5** The allowances payable pursuant to this clause shall be calculated to the nearest 5 cents, portions of a cent being disregarded.

**46.1.6** Shift Work allowances are set out in SCHEDULE B.

#### **46.2 Saturday and Sunday Work. All Employees Except Pharmacists**

**46.2.1** Where Saturday or Sunday duties are required to be carried out in excess of the ordinary week's work, such duties shall be paid for at the rate of double time.

**46.2.2** All rostered time of ordinary duty performed on a Saturday or on a Sunday shall be paid for at the rate of time and a half.

**46.2.3** If the Saturday or Sunday duty involves duty in excess of the prescribed rostered hours, the excess period shall be paid for at the rate of double time for Saturday and Sunday.

**46.2.4** The provisions of this subclause shall not apply to a Scientist - Director or Deputy Director.

#### **46.3 Pharmacists**

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

**46.3.2** In addition to any other rates prescribed in this Agreement, a Pharmacist whose rostered hours of ordinary duty finish between 6.00pm and 8.00am or commence between 6.00pm and 8.00am shall be paid an amount equal to 2.28% of the weekly rate applicable to the Pharmacist Grade 1, 1st year of experience after qualification.

#### **47. ROSTERS**

**47.1** Provisions additional to those prescribed by this clause apply at Alfred Health and are contained in SCHEDULE D.

**47.2** A roster setting out employees' normal working hours, times of commencing duty, time off duty, times of ending duty and times "on call" shall be kept posted or affixed in some conspicuous and readily accessible place. Except in the case of sickness or other emergency, the roster shall not be altered without at least seven days' notice being given to the employee affected by such alteration.

**47.3** Where an Employer requires an employee (other than a Pharmacist) without seven days' notice and outside the circumstances prescribed in 47.2 above, to perform duty at other times than those previously rostered, the employee shall be paid in accordance with the hours worked, with the addition of a daily allowance equal to 2.5% of the weekly rate of pay for the classification Scientist grade I - 1st year of experience after qualification.

**47.4** Where an Employer requires a Pharmacist employee without seven days' notice and outside the circumstances prescribed in 47.2 above, to perform duty at other times than those previously rostered, the employee shall be paid in accordance with the hours worked, with the addition of a daily allowance equal to 2-1/2% of the weekly rate of pay for the classification Pharmacist grade I - 1st year of experience after qualification.

#### **47.5 Rest Breaks Between Rostered Shifts**



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

## **48. MEAL INTERVALS AND REST INTERVALS**

### **48.1 Meal Intervals**

#### **All employees**

**48.1.1** A meal interval of not less than 30 minutes and not more than 60 minutes shall be allowed each employee during each shift provided that the meal interval for pharmacists shall be not less than 45 minutes and not more than 60 minutes. Such meal interval shall not be counted as time worked.

**48.1.2** All employees are entitled to meal breaks as provided by this clause and are entitled to be relieved from duty to enable them to take such breaks.

**48.1.3** For the purposes of this clause the term “duty” shall include the requirement to remain contactable by telephone, pager or mobile phone. Any employee who is unable to be relieved of duty to enable them to take a meal break shall be paid for the break as time worked at the ordinary rate plus 50%.

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

### **48.2 Rest Periods**

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

## **49. OVERTIME**

**49.1** Provisions additional to those prescribed by this clause apply at the following Health Services and are contained in Schedules D&L:

- Alfred Health;
- St. Vincent’s Health

### **49.2 All Employees**

**49.2.1** An Employer may require an employee to work reasonable overtime at overtime rates. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

- a. any risk to employee health and safety;
- b. the employee's personal circumstances including any family responsibilities;
- c. the needs of the workplace or enterprise;
- d. the notice (if any) given by the Employer of the overtime and by the employee of their intention to refuse it; and
- e. any other relevant matter.

**49.2.2** When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive shifts.

- 49.2.3** An employee who works so much overtime between the termination of their previous rostered ordinary hours of duty and the commencement of their next succeeding period of duty such that he/she would not have had at least ten consecutive hours off duty between those times, shall, subject to this clause be released after completion of such overtime worked until he/she has had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
- 49.2.4** If on the instructions of their Employer such an employee resumes or continues work without having had such ten consecutive hours off duty they shall be paid at the rate of double time until they is released from duty for such rest period and they shall then be entitled to be absent until they has had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
- 49.2.5** Subject to clause 49.3, overtime shall be paid wherever work is performed in addition to the full time rostered shift length for that work area. Where full time employees in a particular work area work 8 hours per shift, overtime will be payable where a part time employee in that same area works beyond 8 hours in a shift. Where full time employees work 10 hours per shift, overtime will be payable where a part-time employee works beyond 10 hours.
- 49.2.6** Only authorised overtime shall be paid for and the following rates of overtime shall apply:
- a. in excess of the ordinary hours' work on any one day - time and a half for the first two hours and double time thereafter.
  - b. outside a spread of twelve hours from the commencement of the rostered period of duty - double time.
  - c. except as provided for in clause 49.3 overtime shall be paid for and an employee shall not be allowed to take time off in lieu thereof.
- 49.2.7** If due to organisational or institutional circumstances, difficulties arise from the requirement in clause 49.2.6 that overtime will only be paid if the employee is requested or directed by the Employer to perform overtime work, the Union or the Employer affected may refer the matter to FWC for resolution in accordance with the Disputes Settling Procedures Clause of this Agreement.

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

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

### **49.4 Pharmacists**

- 49.4.1** Where a Pharmacist, student Pharmacist or trainee Pharmacist is required to work on a Saturday or Sunday they shall be paid at the rate of double time. Provided that if the Employer so elects, but

not otherwise, they may be paid at the rate of single time and also be granted the equivalent hours off duty in one period.

## **50. ON-CALL/RE-CALL**

### **50.1 On Call Allowance**

#### **50.1.1 Pharmacists**

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

#### **50.1.2 Medical Physicists**

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

#### **50.1.3 Psychologists**

- a. For psychologists the on-call allowance shall be as provided for by clause 50.1.4 except that the base rate of pay shall be the weekly rate of pay for their classification.

#### **50.1.4 All Other Employees**

- a. An "on call" allowance of 2.5% of the weekly base rate of pay for Scientist grade I, 2nd year shall be paid to an employee in respect to any 12-hour period or part thereof during which the employee is on call during the period commencing from the time of finishing ordinary duty on Monday and the termination of ordinary duty on Friday.
- b. The allowance shall be 5% in respect to any other 12-hour period or part thereof or any public holiday or part thereof.
- c. A Scientist Director or Deputy Director required to be on call outside ordinary hours shall be paid an allowance equal to 10% of their weekly wages for each week during which they are so required. Provided however, that a Scientist Director or Deputy Director not already on call but who substitutes himself or herself on the normal on-call roster of the laboratory concerned shall be paid in accordance with the provisions of 50.1.4a and 50.1.4b.

### **50.2 Recall**

- 50.2.1** In the event of an employee being recalled to duty for any period during an off-duty period such an employee shall be paid from the time of receiving the recall until the time of finishing such recall duty with a minimum of three hours' payment for each such recall, at the following rates:

- a. Within a spread of twelve hours from the commencement of the last previous period of ordinary duty - time and a half.
- b. Outside a spread of twelve hours from the commencement of the last previous period of ordinary duty - double time.

**50.2.2** An employee who works so much recall between midnight and the commencement of their next succeeding rostered period of duty that they would not have at least ten consecutive hours off duty between those times, shall, subject to this clause, be released after completion of such recall worked until they have had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

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

**50.2.4** In the event of any employee being recalled to duty during an off duty period where such recall is not continuous with the next succeeding rostered period of duty, such employee shall be paid a minimum of three hours pay consistent with clause 50.2.1 above.

**50.2.5** In the event of any employee finishing any period of recall at a time when reasonable means of transport are not available for the employee to return to their place of residence the Employer shall provide adequate transport free of cost to the employee.

**50.2.6** No employee shall be permitted to be on call in the 24 hour period prior to any change of shift.

### **50.3 Telephone Recall**

**50.3.1** Where an employee is recalled to duty by telephone, such an employee shall be paid a minimum of one hour's overtime for such recall work.

**50.3.2** For subsequent telephone recalls beyond the first hour, the employee will be paid a minimum of one hour's overtime provided that multiple recalls within a discrete hour will not attract an additional payment.

**50.3.3** Where the person on-call is not available, or where there is no person rostered on-call or where the professional advice of an un-rostered scientist is required, the telephone recall allowance shall be paid.

### **50.4 Remote On-Call**

**50.4.1** Health services may negotiate local arrangements for remote on-call for Medical Scientists and Medical Physicists. In the event of a Medical Scientist or Medical Physicist being recalled to duty by telephone during an off-duty period and such an employee discharges their duties without returning to the workplace, the provisions of clauses 50.1.2, 50.1.4 50.2 and 50.3 shall apply.

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

**50.5.1** An on-call allowance at the rate prescribe by SCHEDULE B shall be payable to employees engaged on on-call/recall for the provision of a crisis response (CATT type function) for each on call period of 12 hours or part thereof.

- 50.5.2** The allowance includes payment of work performed of up to one hour's aggregate duration for each on-call period.
- 50.5.3** For work performed in excess of an aggregate of one hour during an on-call period, payment shall be made at the normal overtime rate paid at the employee's substantive classification and increment level.
- 50.5.4** The parties are to regard, telephone attendance as recall to duty.
- 50.5.5** Employees are to receive an uninterrupted break of at least ten hours between the end of the recall and the next shift. Where the ten hour break is not observed double time shall be paid until such break is observed.
- 50.5.6** The maximum period of on-call for CATT is to be twelve hours, with existing arrangements below the twelve hours not to be disturbed.
- 50.5.7** The parties acknowledge the unique nature of on-call requirements for crisis response (CATT-type functions) and that it is not comparable to any other health care arrangement or setting.
- 50.5.8** Providing a Grade 1, Provisionally Registered Psychologist will not be rostered on call to provide crisis response without being able to access advice from a psychiatrist or other senior clinicians when recalled to duty.

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

- 50.6.1** Rosters shall be planned to ensure that employees receive four clear days per fortnight free from duty including on-call.
- 50.6.2** Only where such days free from on-call cannot be provided and employees are required to be on-call (including telephone recall of greater than one hour and remote on-call):
  - a.** during weekend days or public holidays or on days that the employee is not rostered for duty; and
  - b.** are rostered to be on-call for a minimum of two (2) days in every four week cycle over twelve (12) cycles in an anniversary year;

such employee shall receive an additional five days leave per anniversary year.

- 50.6.3** An employee who is regularly rostered to be on-call in accordance with clauses 50.6.2a and 50.6.2b can accrue such leave on a pro rata basis in accordance with the table below:

<b>No. of 4 week roster cycles on call</b>	<b>No. of Additional Days Leave</b>
Less than 4	0
4 but less than 6	1
6 but less than 8	2
8 but less than 10	3
10 but less than 12	4
12 or more	5

- 50.6.4** To determine whether an entitlement arises under sub-clause (c) the Employer will, between 1 December and 30 December in each year, calculate the number of four week roster cycles worked by the employee during the 12 month period immediately preceding the date on which the calculation is made, during which the employee was rostered for on-call duty:
  - a.** on days on which the employee was not rostered for duty; and

b. was rostered for on-call duty for a minimum of two days.

**50.6.5** Any leave accrued in accordance with this clause shall be taken by agreement between the Employer and the employee subject to the operational needs of the health service.

**50.6.6** Any additional leave accrued under this provision shall not attract any projected penalties or annual leave loading.

## **51. WORKLOAD**

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

**51.2** The Employer further recognises that the allocation of work must include consideration of the employee's hours of work, health, safety and welfare. Work will be allocated so that there is not an allocation that routinely requires work to be undertaken beyond an employee's ordinary hours of work. However, the Employer may require the employee to work reasonable overtime where:

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

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

**51.3** Where overtime is required the provisions of clause 49 (Overtime) shall apply.

**51.4** In the event that particular workload or staffing issues are identified at individual health care facilities or services the Employer agrees to consult with employees and their nominated representatives in relation to such matters.

## **52. ADVERTISING VACANCIES**

**52.1** In the event a position becomes vacant and the Employer decides, having regard to operational and budgetary considerations, that the position is ongoing, the Employer will advertise the position internally and/or externally as soon as practicable. A decision will be made as soon as possible.

**PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

**53. ANNUAL LEAVE**

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

<u>Schedule</u>	<u>Health Service</u>
D _____	Alfred Health
J _____	Royal Children’s Hospital
J _____	Royal Women’s Hospital

**53.2 Period of Leave**

- 53.2.1** For each completed year of service with the Employer an employee is entitled to 152 hours of paid annual leave plus the amount specified in clause 53.9.
- 53.2.2** An employee’s entitlement to paid annual leave accrues progressively during each year of service according to the employee’s ordinary hours of work and accumulates from year to year.
- 53.2.3** For the purposes of this clause, “ordinary pay” means remuneration for the employee’s usual weekly number of hours of work calculated at the ordinary time rate of pay, including higher qualifications allowances, and over Agreement payments, if any.

**53.3 Annual Leave Exclusive Of Public Holidays**

**53.3.1** The annual leave prescribed in 53.2 shall be exclusive of any of the holidays prescribed by clause 69 - Public holidays, and if any such holiday falls within an employee’s period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

**53.4 Leave To Be Taken**

- 53.4.1** The annual leave provided for by this clause shall be allowed and shall be taken and, except as provided by clauses 53.7 and 53.13, payment shall not be made or accepted in lieu of annual leave.
- 53.4.2** Annual leave shall be given at a time determined by mutual agreement between the Employer and the employee within a period not exceeding six months from the date when the right to annual leave accrued and after not less than two weeks’ notice to the employee. Provided that in order to assist employees in balancing their work and family responsibilities, an employee may elect, with the consent of the Employer, to accrue and carry forward any amount of annual leave for a maximum of two years from the date of entitlement

**53.5 Leave Allowed Before Due Date**

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

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

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

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

**53.7.1** Where the employment of any employee is terminated at the end of the period of employment of less than twelve months, the Employer shall forthwith pay to the employee, in addition to all other amounts due to them, an amount equal to 1/12th of their ordinary pay for that period.

**53.7.2** . Where the employment of an employee is terminated, and the employee has a period of unpaid annual leave to their credit, the Employer must pay the employee the amount that would have been paid to the employee had the employee taken that period of leave from the date of termination

### **53.8 Weekend Shift Worker Additional Leave**

**53.8.1** Staff (including part-time staff) who work shifts in excess of 4 hours which fall on a Saturday and/or Sunday, as part of their ordinary hours, will accrue additional annual leave at the rate of 0.5 times the number of ordinary hours worked on any weekend day, up to a maximum of 38 hours additional leave in any 12-month period.

**53.8.2** Provided that, in the case of part-time workers who work both a Saturday and a Sunday shift on the same weekend, only one shift per weekend will attract the accrual of the additional annual leave (ie either the Saturday or Sunday shift, but not both), up to the maximum accrual of 38 hours in any 12 month period. Provided further that where a differing number of hours are worked on a Saturday and Sunday by a part-time worker on any one weekend, the longer shift will be used to calculate the accrual of additional annual leave.

**53.8.3** A 'shiftworker', as defined for the purposes of the NES, will receive additional annual leave if applicable under the NES, if that leave entitlement is more generous than the entitlement under 53.8.1. Such additional leave will be in substitution for, and not in addition to, leave under 53.8.1.

**53.8.4** In relation to the administration of an employee's additional annual leave:

- a.** Where extended leave is taken (eg parental, personal, long service leave etc) an employee may elect to utilise any available annual leave credits, or retain such credits until their return to duty;
- b.** Where an employee with additional leave credits under this subclause is promoted within a hospital or health service, the credits will be carried over to their employment in the new role;
- c.** Where an employee with additional leave credits under this subclause resigns or their employment is otherwise terminated, their credits will be paid out as part of their normal annual leave payments.
- d.** The additional annual leave may be taken separately, or in conjunction with another period of annual leave, at any time by mutual agreement. Provided that where there is no agreement, clause 53.4.2 shall apply.

### **53.9 Annual Leave loading**

**53.9.1** For all periods of annual leave employees shall in addition receive the higher of either:

**53.9.2** a loading of 17.5% calculated on the employee's ordinary pay, provided that the maximum annual allowance payable shall be calculated on the base salary for Medical Scientist Grade 3, Year 2; or



**53.9.3** payment for the period of annual leave calculated at their average hourly earnings (excluding overtime) over the previous 12 months, or such shorter period of service which might apply, including shift premiums and/or Saturday, Sunday and public holiday premiums, provided that for workers who work on Saturdays and/or Sundays only, or who are rostered on permanent night shift, payment for the period of annual leave shall be calculated at the rate of pay that they would have earned had they been at work.

**53.9.4** An employee and Employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

### **53.10 Termination**

**53.10.1** The loading calculated according to 53.9 shall be payable on proportionate leave calculated according to 53.7.

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

**53.11.1** Where an employee qualifies for Personal or Compassionate Leave under the terms of clauses 55 or 56 of this Agreement whilst on Annual Leave and, if requested by the Employer, provides a certificate of a registered health practitioner or other evidence acceptable to the Employer, then the number of days specified in the certificate shall be deducted from any Personal or Compassionate Leave entitlement standing to the employee's credit, and shall be re-credited to their Annual Leave entitlement.

**53.11.2** The amount of Annual Leave loading received for any period of Annual Leave converted to Personal Leave in accordance with clause 53.11.1 shall be deducted from any future entitlement to Annual Leave loading, or if the employee resigns, from termination pay.

### **53.12 Single Day Annual Leave**

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

### **53.13 Cashing Out of Annual Leave**

**53.13.1** Where an employee has accrued annual leave in excess of eight (8) weeks, then by mutual written agreement the Employer may pay the annual leave (and annual leave loading as applicable) in excess of eight weeks to the employee as a one-off cash payment, at the rate that would have been paid had the leave been taken. Superannuation contributions will be paid by the Employer in respect of the period of annual leave to be paid out.

**53.13.2** Payments made in accordance with the above extinguish an employee's right to access leave or receive further payment for the period of leave paid out.

## **54. PURCHASED LEAVE**

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

**54.2** These arrangements are defined as meaning a situation where an employee takes an additional 4 weeks leave per annum in addition to all other leave entitlements but is paid 48/52 of the weekly base rate prescribed by this Agreement for each week during which their employment is subject to these arrangements.

**54.3** Other entitlements will be unaffected by these arrangements.

**54.4** Where an employee applies for leave pursuant to this clause the Employer shall respond to such request within four weeks.

**55. PERSONAL LEAVE**

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

D	Alfred Health
J	Royal Women's Hospital
J	Royal Children
N	St. Vincent's Hospital

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

**55.2 Definitions**

**55.2.1** The term immediate family includes:

- a. spouse (including a former spouse, a de facto partner and a former de facto partner) of the employee. A de facto partner means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
- b. child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

**55.2.2** The hourly rate for Personal Leave purposes shall include Higher Qualification Allowances and over-Agreement payments – where a component of ordinary pay – where applicable.

**55.3 Amount Of Paid Personal Leave**

**55.3.1** Paid personal leave is available to an employee, when they are absent:

- a. due to personal illness or injury; or
- b. for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.

**55.3.2** The amount of personal leave to which a full-time employee is entitled depends on how long they have worked for the Employer and accrues as follows:

- a. 121 hours and 36 minutes will be available in the first year of service;
- b. 136 hours and 48 minutes will be available per annum in the second, third and fourth years of service.
- c. 190 hours will be available in the fifth and following years of service.

**55.3.3** Where an employee transfers to another hospital or health service covered by this Agreement, accumulated personal leave to their credit up to a maximum of 2128 working hours shall be credited to them in their new employment as accumulated personal leave. The hospital or health service may require an employee to produce a written statement from their previous Employer specifying the amount of accumulated personal leave standing to their credit at the time of leaving that previous employment.

**55.3.4** An employee may be absent through sickness for one day without furnishing evidence of such sickness on not more than three occasions in any one year of service.

**55.3.5** If the period during which an employee takes paid personal/carer's leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid personal/carer's leave on that public holiday, but will be entitled to the ordinary time public holiday payment as per the provisions of this Agreement.

#### **55.4 Pharmacists Only**

**55.4.1** Notwithstanding any other provision in this clause, a pharmacist who contracts an infectious disease in the course of their duties, and the same having been certified to by a medical practitioner approved by the institution shall receive full pay during the necessary period off duty up to but not exceeding a period of three months.

**55.4.2** Where a pharmacist transfers to another hospital or health service covered by the Agreement accumulated personal leave to their credit shall be credited to them by their new Employer in accordance with a certificate issued by the previous Employer.

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

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

**55.5.2** If the full period of personal leave is not taken in any year, such portion as is not taken shall be cumulative from year to year.

#### **55.6 Personal Leave To Care For An Immediate Family Or Household Member**

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

#### **55.7 Evidence Supporting Claim**

**55.7.1** The employee must, if required by the Employer, establish by production of a certificate by a registered health practitioner or by statutory declaration, the illness or injury of the person concerned.

**55.7.2** The employee must where practicable, give the Employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify the Employer by telephone of such absence at the first opportunity on the day of the absence.

**55.7.3** When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the Employer, establish by production of documentation acceptable to the Employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

#### **55.8 Unpaid Personal Leave**

**55.8.1** Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The Employer and

the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) per occasion, provided the requirements of 55.7 are met.

## **56. COMPASSIONATE LEAVE**

### **56.1 Paid Leave Entitlement**

**56.1.1** A full-time or part-time employee is entitled to two days paid Compassionate Leave per occasion:

- a.** to spend time with a member of the employee's immediate family or household who has contracted or developed a personal illness, or sustained personal injury, which poses a serious threat to their life, or;
- b.** after the death of a member of the employee's immediately family or household.

**56.1.2** An employee may take up to an additional two days paid compassionate leave per annum in addition to the above entitlement.

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

### **56.2 Unpaid Compassionate leave**

**56.2.1** Where an employee has exhausted all entitlements under clause 56.1, an employee may take up to 4 days unpaid Compassionate Leave. Additional unpaid leave may then be taken by agreement with the Employer.

**56.2.2** A casual employee may take 2 days unpaid Compassionate Leave per occasion:

- a.** to spend time with a member of the employee's immediate family or household who has contracted or developed a personal illness, or sustained personal injury, which poses a serious threat to their life, or;
- b.** after the death of a member of the employee's immediately family or household.

**56.3** Nothing under this clause limits an employee's ability to take personal leave pursuant to clause 55.

## **57. JURY SERVICE**

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

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

## **58. LONG SERVICE LEAVE**

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

Schedule

Health Service

**D**  
**I**  
**I**  
**L**

Alfred Health  
Royal Women's Hospital  
Royal Children  
St. Vincent's Hospital

**58.2** The provisions of clause 58 apply to full-time employees, part-time employees and any casual employee who has been employed by the Employer on a regular and systematic basis for a sequence of periods of employment throughout the period of entitlement referred to in paragraph 58.3.2.

### **58.3 Entitlement**

**58.3.1** An employee shall be entitled to Long Service Leave with pay, in respect of continuous service with one and the same Employer, or service with Institutions or Statutory Bodies (as defined in clause 58.9), or with the Australian Red Cross Blood Service in Victoria, in accordance with the provisions of this clause.

**58.3.2** Subject to 58.3.2c the amount of such entitlement shall be:

- a.** on the completion by the employee of fifteen years' continuous service - six months Long Service Leave and thereafter an additional two months Long Service Leave on the completion of each additional five years service;
- b.** in addition, in the case of an employee who has completed more than fifteen years' service and whose employment is terminated otherwise than by the death of the employee, an amount of Long Service Leave equal to 1/30th of the period of their service since the last accrual of entitlement to Long Service Leave under 58.3.2a;
- c.** in the case of an employee who has completed at least ten years service, but less than fifteen years service and whose employment is terminated for any cause other than serious and wilful misconduct, such amount of Long Service Leave as equals 1/30th of the period of service;
- d.** where an employee is entitled to a period of Long Service Leave, the Employer shall, at the request of the employee and subject to the approval of the Employer (such approval shall not be unreasonably withheld) allow the employee to take the whole or any part of the Long Service Leave at double the quantum of leave at half pay or half the quantum of leave at double pay, as the case may be.

### **58.4 Service Entitling To Leave**

**58.4.1** Subject to this clause the service of an employee of an Institution or Statutory Body shall include service for which Long Service Leave, or payment in lieu, has not been received in one or more Institutions including Statutory Bodies directly associated with such Institutions or Institution for the periods required by 58.3.2a.

**58.4.2** Subject to this clause service shall also include all periods during which an employee was serving in the Australian Defence Forces or was made available by the Employer for National Duty.

**58.4.3** When calculating the aggregate of service entitling to leave any period of employment with any one of the said Institutions or Statutory Bodies of less than six months duration shall be disregarded.

**58.4.4** For the purposes of this clause service shall be deemed to be continuous notwithstanding:

- a.** the taking of any annual leave or Long Service Leave;

- b. any absence from work of not more than fourteen days in any year on account of injury or illness or if applicable such longer period as provided in clause 55 - Personal Leave;
- c. any interruption or ending of the employment by the Employer if such interruption or ending is made with the intention of avoiding obligations in respect of Long Service Leave or annual leave;
- d. any absence on account of injury arising out of or in the course of the employment of the employee for a period during which payment is made under clause 73 - Accident pay;
- e. any leave of absence of the employee where the absence is authorised in advance in writing by the Employer to be counted as service;
- f. any interruption arising directly or indirectly from an industrial dispute;
- g. any period of absence from employment between the engagement with one of the said Institutions or Statutory Bodies and another provided it is less than the employee's allowable period of absence from employment. An employee's allowable period of absence from employment shall be thirteen weeks inclusive of annual leave in addition to the total period of paid personal leave which the employee actually receives on termination or for which they are paid in lieu;
- h. the dismissal of an employee if the employee is re-employed within a period not exceeding two months from the date of such dismissal;
- i. any absence from work of a female employee for a period not exceeding twelve months in respect of any pregnancy;
- j. any other absence of a employee by leave of the Employer, or on account of injury arising out of or in the course of their employment not covered by 58.4.4a.

**58.4.5** In calculating the period of continuous service of any employee, any interruption or absence of a kind mentioned in 58.4.4a to 58.4.4e shall be counted as part of the period of their service, but any interruption or absence of a kind mentioned in 58.4.4f to 58.4.4j shall not be counted as part of the period of service unless it is so authorised in writing by the Employer.

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

## **58.5 Retention and/or Transition to Retirement**

**58.5.1** Where an employee has voluntarily reduced their hours of work in transition to retirement, or where the Employer negotiates a reduction of hours with the employee, the Employer and employee may agree that the quantum of Long Service Leave which has accrued as at the date of the change in hours (the transition date) shall, when taken, be paid at the employee's previous contracted hours of work.

**58.5.2** This includes payment of accrued long service leave on termination of employment.

**58.5.3** Any long service leave entitlement accrued after the transition date shall be paid in accordance with the reduction of hours referred to above.

**58.5.4** Any such agreement shall be established in writing and provided to the employee by the Employer.

## **58.6 Payment In Lieu Of Long Service Leave On The Death Of An Employee**

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

## **58.7 Payment For Period Of Leave**

**58.7.1** Payment to an employee in respect of Long Service Leave shall be made in one of the following ways:

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

**58.7.2** Where the employment of an employee is for any reason terminated before they take any Long Service Leave to which they are entitled or where any Long Service Leave accrues to an employee pursuant to clause 58.3.2 the employee shall subject to the provisions of 58.3.2c be entitled to pay in respect of such leave as at the date of termination of employment.

**58.7.3** Where any Long Service Leave accrues to an employee pursuant to 58.3.2c, the employee shall be entitled to pay in respect of such leave as at the date of termination of employment.

**58.7.4** Provided in the case of an employee of an Institution or Statutory Body who accrues entitlement pursuant to 58.3.2c and who intends to be re-employed by another Institution or Statutory Body:

- a. such an employee may in writing request payment in respect of such leave to be deferred until after the expiry of the employee's allowable period of absence from employment provided in 58.4.4g;
- b. except where the employee gives the Employer notice in writing that the employee has been employed by another Institution or Statutory Body the Employer shall make payment in respect of such leave at the expiry of the employee's allowable period of absence from employment;
- c. where the employee gives the Employer notice in writing that the employee has been employed by another Institution or Statutory Body the Employer is no longer required to make payment to the employee in respect of such leave;

**58.7.5** Where an increase occurs in the ordinary time rate of pay during any period of Long Service Leave taken by the employee, the employee shall be entitled to receive payment of the amount of any increase in pay at the completion of such leave.

## **58.8 Taking Of Leave**

**58.8.1** When an employee becomes entitled to Long Service Leave such leave shall be granted by the Employer within six months from the date of the entitlement, but the taking of such leave may be postponed to such date as is mutually agreed, or in default of agreement as is determined by FWC: provided that no such determination shall require such leave to commence before the expiry of six months from the date of such determination.

**58.8.2** Any Long Service Leave shall be inclusive of any public holiday occurring during the period when the leave is taken.

**58.8.3** If the Employer and an employee so agree:

- a. the first six months Long Service Leave to which an employee becomes entitled under this determination may be taken in two or three separate periods; and
- b. any subsequent period of Long Service Leave to which the employee becomes entitled may be taken in two separate periods, but save as aforesaid long service shall be taken in one period; or
- c. at the request of the employee and with the agreement of the Employer, long service leave may be taken in weekly periods with a minimum of one week on each occasion;
- d. An Employer may by agreement with an employee grant Long Service Leave to the employee before the entitlement to that leave has accrued, provided that such leave shall not be granted before the employee has completed ten years service.

**58.8.4** Where the employment of an employee who has taken Long Service Leave in advance is subsequently terminated for serious and wilful misconduct before entitlement to Long Service Leave has accrued, the Employer may, from whatever remuneration is payable to the worker upon termination, deduct and withhold an amount equivalent to the amount paid to the employee in respect of the leave in advance.

## **58.9 Definitions**

**58.9.1** For the purpose of this clause the following definitions apply.

- a. **Pay** means remuneration for an employee's normal weekly hours of work, inclusive of ordinary hours casual loadings, Higher Qualification Allowances, Radiation Safety Officer Allowance and over-Agreement payments - where a component of ordinary pay - where applicable, calculated at the employee's ordinary time rate of pay provided for in clauses 30 to 38, at the time the leave is taken or if they die before the completion of leave so taken, as at the time of their death; and shall include the amount of any increase to the employee's ordinary time rate of pay which occurred during the period of leave as from the date such increase operates.
- b. **Month** shall mean a calendar month.
- c. **Institution** shall mean any hospital or benevolent home, community health centre, Society or Association registered and subsidised pursuant to the Health Services Act or the Bush Nursing Association (Inc.). For the avoidance of doubt, Institution includes publically funded Community Health Services in Victoria, not covered by this Agreement.
- d. **Statutory body** means the former Hospital and Charities Commission (Vic) and its successors, The Department of Human Services and its successors and/or the Nurses Board of Victoria and successors thereto.

## **58.10 Long Service Leave Working Party**

**58.10.1** A Working Party will be established in June 2013 comprising representatives of the Employers and employees to explore the accumulation of long service leave per hour of ordinary time worked.

## **59. PRE-NATAL LEAVE**

Where an employee is required to attend prenatal appointments or parenting classes that are only available or can only be attended during the ordinary rostered shift of the employee, then the employee on production of satisfactory evidence to this effect may access clause 51.2.5 of their Personal Leave credit for such purpose.



**60. PARENTAL LEAVE**

- 60.1** Subject to the terms of this clause employees are entitled to paid and unpaid maternity, paternity/partner and adoption leave and to work part-time in connection with the birth or adoption of a child.
- 60.2** The provisions of this clause apply to full-time, part-time and eligible Casual employees but do not apply to other casual employees.
- 60.3** An eligible Casual employee means a Casual employee employed pursuant to clause 20 and who is:
  - 60.3.1** employed by an Employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and
  - 60.3.2** who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment on a regular and systematic basis.
- 60.4** For the purposes of this clause, continuous service is work for an Employer on a regular and systematic basis (including any period of authorised leave or absence).
- 60.5** An Employer must not fail to re-engage a Casual employee because:
  - 60.5.1** the employee or employee’s spouse is pregnant; or
  - 60.5.2** the employee is or has been immediately absent on Parental Leave.
- 60.6** The rights of an Employer in relation to engagement and re-engagement of Casual employees are not affected, other than in accordance with this clause.

**60.7 Definitions**

- 60.7.1** For the purpose of this clause child means a child of the employee under school age except for adoption of an eligible child where ‘eligible child’ means a person under the age of 5 years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
- 60.7.2** For the purposes of this clause, spouse includes a de facto partner, former spouse or former de facto partner. The employee’s “de facto partner” means a person who lives with the employee as husband, wife or same sex partner on a bona fide domestic basis, although not legally married to the employee.

**60.8 Basic Entitlement**

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

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

care giver		
Adoption leave – secondary care giver	1 week	3 weeks

**60.8.3** For the purposes of this clause pay shall be defined in the same terms as for Long Service Leave as prescribed by clause 58.9.1a of this Agreement. Payment shall be made at the commencement of leave or, if requested by the employee, by fortnightly salary payments.

**60.8.4** An employee may elect to take double the paid component of leave at half the rate or half the paid component of leave at double the rate.

**60.8.5** Previous Service (as defined in clause 6.22) is to be regarded as service with the Employer for the purposes of accessing the entitlement to paid maternity leave or adoption leave for employees with less than 12 months service with an Employer.

**60.8.6** Employees who already receive maternity/Parental Leave payments in excess of those above shall not suffer any disadvantage.

**60.8.7** Subject to 60.13.1a hereof, Parental Leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take up to 3 weeks leave:

a. in the case of one week's paid paternity/partner leave an employee shall be entitled to a total of 5 days (which need not be taken consecutively) in connection with the birth of a child for whom they have accepted responsibility which may be commenced 1 week prior to the expected date of birth, and in the case of short adoption leave for the secondary care giver, one week's paid leave and up to 3 weeks' unpaid leave which may be commenced at the time of placement.

b. Subject to the provisions of subclause 60.13.1a, the maximum period of simultaneous leave shall be three weeks.

## **60.9 Maternity Leave**

**60.9.1** An employee must provide notice to the Employer in advance of the expected date of commencement of Parental Leave. The notice requirements are:

a. of the expected date of the birth (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least ten weeks;

b. of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.

**60.9.2** When the employee gives notice under 60.9.1 hereof the employee must also provide a statutory declaration stating particulars of any period of paternity/partner leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

**60.9.3** An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by the birth occurring earlier than the presumed date.

**60.9.4** A female employee shall be entitled to work until their estimated date of birth except where this would present a risk to the employee or the unborn child.

**60.9.5** Subject to 60.8 hereof and unless agreed otherwise between the Employer and employee, an employee may commence Parental Leave at any time within six weeks immediately prior to the expected date of birth.

**60.9.6** Where an employee continues to work within the six week period immediately prior to the expected date of birth of the child or is on paid leave under 60.18, an Employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

**60.9.7** If a statement is not provided then the Employer will make all practical efforts to remedy the unsafe situation and if this is not possible, the employee will be offered a safe, alternate position in accordance with sub-clause 60.18 herein.

#### **60.10 Special Maternity Leave and Personal Leave**

**60.10.1** Where the pregnancy of an employee not then on maternity leave ends other than by the birth of a living child, the employee may take leave for such periods (certified period) as a registered medical practitioner certifies as necessary (special maternity leave), as follows:

- a.** Where the pregnancy ends within 20 weeks of the expected date of birth of the child otherwise than by the birth of a living child, the employee is entitled to access any paid and/or unpaid personal leave entitlements in accordance with the relevant personal leave provisions;
- b.** Where the pregnancy terminates after the completion of 20 weeks, the employee is entitled during the certified period/s to paid special maternity leave not exceeding the amount of paid maternity leave available under 60.8, and thereafter, to unpaid special maternity leave.

**60.10.2** A female employee is entitled to a period of unpaid special maternity leave if she is not fit for work during that period because she has a pregnancy related illness.

**60.10.3** An employee must give notice of taking unpaid special maternity leave as soon as practicable (which may be a time after the leave has started) and advise her Employer of the period or expected period of the leave.

**60.10.4** An employee who has given her Employer notice under clause 60.10.3 must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for a reason specified in clause 60.10.1. An Employer may require the evidence to be a medical certificate.

**60.10.5** Where special maternity leave is granted under this subclause, during the period of leave an employee may return to work at any time, as agreed between the Employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

**60.10.6** Nothing in this subclause is intended to derogate from the entitlement to unpaid special maternity leave in the NES.

#### **60.11 Paternity/Partner Leave**

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

- a.** a certificate from a registered medical practitioner which names their spouse, states that she is pregnant and the expected date of birth, or states the date on which the birth took place; and

- b.** written notification of the dates on which they propose to start and finish the period of paternity leave; and
- c.** a statutory declaration stating:
  - except in relation to leave taken simultaneously with the child's mother under clause 60.8.7 or clause 60.13.1a, that they will take the period of paternity/partner leave to become the primary care-giver of a child;
  - particulars of any period of maternity leave sought or taken by their spouse; and
  - that for the period of paternity/partner leave they will not engage in any conduct inconsistent with their contract of employment.
- d.** The employee will not be in breach of 60.11.1 hereof if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

## **60.12 Adoption Leave**

**60.12.1** The employee shall be required to provide the Employer with written notice of their intention to apply for adoption leave as soon as is reasonably practicable after receiving a placement approval notice from an adoption agency or other appropriate body.

**60.12.2** The employee must give written notice of the day when the placement with the employee is expected to start as soon as possible after receiving a placement notice indicating the expected placement day.

**60.12.3** The employee must give the following written notice of the first and last days of any period of adoption leave they intend to apply for because of the placement:

- a.** Where a placement notice is received within the period of 8 weeks after receiving the placement approval notice – before the end of that 8 week period; or
- b.** Where a placement notice is received after the end of the period of 8 weeks after receiving the placement approval notice – as soon as reasonably practicable after receiving the placement notice.

**60.12.4** As a general rule, the employee must make application for leave to the Employer at least ten weeks in advance of the date of commencement of long adoption leave and the period of leave to be taken, or 14 days in advance for short adoption leave. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

**60.12.5** Before commencing adoption leave, an employee will provide the Employer with a statement from an adoption agency of the day when the placement is expected to start and a statutory declaration stating:

- a.** that the child is an eligible child, whether the employee is taking short or long adoption leave or both and the particulars of any other authorised leave to be taken because of the placement;
- b.** except in relation to leave taken simultaneously with the child's other adoptive parent under clause 60.8.7 or clause 60.13.1a, that the employee is seeking adoption leave to become the primary care-giver of the child;

- c. particulars of any period of adoption leave sought or taken by the employee's spouse; and
- d. that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

**60.12.6** An employee must provide the Employer with confirmation from the adoption agency of the start of the placement.

**60.12.7** Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the Employer immediately and the Employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

**60.12.8** An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

**60.12.9** An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the Employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the Employer may require the employee to take such leave instead.

### **60.13 Right To Request**

**60.13.1** To assist in reconciling work and parental responsibilities an employee entitled to Parental Leave pursuant to the provisions of clause 60.8 may request the Employer to allow the employee:

- a. to extend the period of simultaneous unpaid Parental Leave provided for in clause 60.8.7 up to a maximum of eight weeks;
- b. to extend the period of unpaid Parental Leave provided for in clause 60.8 by a further continuous period of leave not exceeding 12 months. An employee seeking to extend their period of Parental Leave under this clause must make the request to the Employer in writing at least four weeks before the end of the available Parental Leave.
- c. to return from a period of Parental Leave on a part-time basis until the child reaches school age.

### **60.14 Employee's Request And Employer's Decision To Be In Writing**

**60.14.1** The Employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

**60.14.2** The employee's request and the Employer's decision made under this clause must be recorded in writing. The Employer's written response to the employee's request must be provided as soon as reasonably practicable, and not later than 21 days, after the request has been made. Where an Employer refuses the request on reasonable business grounds, the Employer's response must also include details of the reasons for the refusal.

### **60.15 Request To Return To Work Part-Time**

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

this is necessary for them to discharge adequately their responsibilities as a primary care giver and parent.

**60.15.2** Where the Employer experiences a genuine inability to accommodate such a request on operational grounds, the matter will be referred to a reference group consisting of Employer and employee representatives which may include the Union in order to resolve the matter.

**60.15.3** Where an employee wishes to make a request under clause 60.15.1 such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from Parental Leave.

#### **60.16 Extension Of Period Of Parental Leave**

**60.16.1** Unless agreed otherwise between the Employer and employee, where an employee takes leave under clause 60.8 for less than the available period, the employee may notify to their Employer to extend the period of parental leave within the available period on one occasion. Any such change must be notified in writing at least four weeks prior to the commencement of the changed arrangements. The notice must specify the new intended end date of the parental leave. Any further period of leave must be by agreement.

**60.16.2** If the Employer agrees, an employee whose period of unpaid parental leave has started may reduce the period of unpaid Parental Leave they take (including any extension agreed under clause 60.13.1b).

#### **60.17 Parental Leave And Other Entitlements**

**60.17.1** An employee may in lieu of or in conjunction with Parental Leave, access any Annual Leave or Long Service Leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under 60.13.1b.

**60.17.2** Where an employee not then on maternity leave is suffering from an illness whether related or not to pregnancy an employee may take any paid Personal Leave to which she is entitled and/or unpaid Personal Leave in accordance with the relevant Personal Leave provisions.

#### **60.18 Transfer To A Safe Job**

**60.18.1** Where an employee is pregnant and, in the opinion of a registered medical practitioner, the employee is fit for work but due to illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work or at her current hours, the employee will be transferred to a safe job, or by agreement with the employee she will remain in her current job with reduced hours of work, with no other change to the employee's terms and conditions of employment until the commencement of Maternity Leave.

**60.18.2** Where no appropriate safe job exists or where a reduction in hours is not practicable or agreed, the employee is entitled to take paid no safe job leave, at the employee's current rate of pay for their ordinary hours of work for the risk period.

**60.18.3** If the employee is on paid no safe job leave during the six week period before the expected date of birth of the child and the employee has failed to comply with a request by the Employer for a medical certificate stating whether the employee is fit for work, the Employer may require the employee to take unpaid parental leave or any paid leave to which they are entitled provided that an employee is not entitled to take paid personal/carer's leave or compassionate leave while she is taking unpaid parental leave.

**60.18.4** If the employee's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.

**60.18.5** The entitlement to paid no safe job leave is in addition to any other leave entitlement the employee has.

#### **60.19 Returning To Work After A Period Of Parental Leave**

**60.19.1** An employee will notify of their intention to return to work after a period of Parental Leave at least four weeks prior to the expiration of the leave.

**60.19.2** Subject to clause 60.19.3, an employee will be entitled to the position which they held immediately before proceeding on Parental Leave [which shall include Parental Leave extended in accordance with clause 60.13.1b]. In the case of an employee transferred to a safe job pursuant to 60.18 hereof or who reduced her working hours because of her pregnancy, the employee will be entitled to return to the position they held immediately before such transfer or reduction.

**60.19.3** Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

#### **60.20 Replacement Employees**

**60.20.1** A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on Parental Leave.

**60.20.2** Before an Employer engages a replacement employee the Employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced and of the rights of the Employer.

#### **60.21 Communication During Parental Leave**

**60.21.1** Where an employee is on Parental Leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:

- a. make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing Parental Leave; and
- b. provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing Parental Leave.

**60.21.2** The employee shall notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with 60.21.1.

### **61. EXAMINATION LEAVE**

**61.1** An employee shall be granted leave with full wages in order to attend examinations necessary to obtain a higher qualification as specified by this Agreement provided that such examinations are held within Australia.

**61.2** The amount of such leave shall be sufficient to allow the employee:

**61.2.1** to proceed to and from the place of examination; and

**61.2.2** in addition, to allow three clear days prior to the oral examination and either three clear days or three single days prior to the written papers with a maximum of six days pre-examination study leave in any calendar year;

**61.3** A Pharmacist Intern shall be granted one clear day pre-examination study leave with full wages and paid sufficient time to allow the employee to proceed to and from the place of examination to attend the Pharmacy (VI) final examinations.

**61.4** Any leave granted under the provision of this clause shall be in addition to the provisions of clause 53 - Annual Leave.

**62. STUDY LEAVE**

**62.1** Paid study leave for post-graduate study shall be available to Full Time and Part-Time employees, however an employee wishing to take Study Leave in accordance with this clause must apply in writing to the Employer as early as possible prior to the proposed leave date. The employee's request should include details of the course and institution in which the employee is enrolled or proposes to enrol and details of the relevance of the course to the employee's employment.

**62.2** The Employer will notify the employee of whether their request for study leave has been approved within 7 days of the application being made.

**62.3** Study leave as provided for in clause 62.1 is for 4 hours per week up to 26 weeks per annum.

**62.4** Paid study leave may be taken as mutually agreed by, for example, 4 hours per week, 8 hours per fortnight or blocks of 38 hours.

**62.5** A part-time employee will be paid study leave on a pro-rata basis.

**63. PROFESSIONAL DEVELOPMENT LEAVE**

**63.1** Provisions additional to those prescribed by this clause apply at the following Health Services and are contained in Schedules J and N.

J	Royal Women's Hospital
J	Royal Children's Hospital
N	St. Vincent's Health

**63.2** Professional Development is the means by which members of a profession maintain, improve and broaden their knowledge and expertise, and develop personal and professional qualities by:

**63.2.1** reviewing practice; and

**63.2.2** identifying learning needs; and

**63.2.3** planning and participating in relevant learning activities; and

**63.2.4** reflecting on the value of those activities.

**63.3** All employees are entitled to five days' paid Professional Development Leave (which includes conference/seminar leave) in addition to other leave entitlements. Part-time employees are entitled to paid leave on a pro rata basis. Casual employees shall not be eligible for Professional Development Leave.

**63.4** Professional development leave may be utilised for learning activities including research or home study.

**63.5** Applications for Professional Development Leave must be made in writing to the Employer as early as possible but at least six weeks' prior to the proposed leave date although a shorter notice period may be considered by the Employer; approval of a shorter period of notice shall not be unreasonably withheld. An employee applying to take Professional Development Leave to undertake home study must include details of the relevance of the study to the employee's employment in the application.



- 63.6 Except for the conditions in this clause, no other conditions attach to the granting of Professional Development Leave and the Employer will not unreasonably withhold approval of the leave. The Employer must, within seven days, notify the employee in writing whether the leave request is approved. If the leave is not granted, the reasons will be included in the notification to the applicant.
- 63.7 If a valid application is made for the five days or any portion thereof but no leave is granted during the calendar year, one day's leave shall be added to the employee's accrued annual leave, or taken in another manner as mutually agreed between the Employer and the employee.
- 63.8 Otherwise than in accordance with clause 63.7, accrued Professional Development Leave will not accumulate from year to year.
- 63.9 Where an application for professional development leave which is approved by the Employer covers a period where the employee would be rostered off (e.g. on weekends, ADOs or after hours) then the Employer will provide time in lieu for the period of the course. Time in lieu in this clause is on the basis of time for time at ordinary rates and does not include any benefit or payment for any overtime, penalties or allowances under this Agreement which would normally be paid for such periods of duty.

**64. PROFESSIONAL REGISTRATION LEAVE – PSYCHOLOGISTS & PHARMACISTS**

In addition to the provisions of clause 63 – Professional Development Leave above, Pharmacists and Psychologists, both full-time and part-time, shall be entitled to two days of paid Professional Development Leave per annum specifically for the purposes of meeting professional registration requirements.

**65. BLOOD DONORS LEAVE**

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

**66. TWELVE MONTH CAREER BREAKS**

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

**67. PLANNED AND UNPLANNED ABSENCES**

- 67.1 The Employer agrees to replace staff who are absent on planned or unplanned leave for a period of ten days or more, where practicable.
- 67.2 In the event that particular staffing issues are identified at individual health care facilities the Employers agree to consult with employees and their nominated representatives in relation to such matters.

**68. LEAVE TO ENGAGE IN EMERGENCY RELIEF ACTIVITIES**

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

**69. PUBLIC HOLIDAYS**

- 69.1 An employee shall be entitled to paid time off (or public holiday payments for time worked) in respect of public holidays in accordance with this clause.

**69.2** The public holidays to which this clause applies are the days determined under Victorian law as public holidays in respect of the following occasions:

**69.2.1** New Year's Day, Good Friday, the Saturday immediately before Easter Sunday, Easter Monday, Christmas Day and Boxing Day; and,

**69.2.2** Australia Day, Anzac Day, Queen's Birthday, Labour Day; and,

**69.2.3** Melbourne Cup Day or in lieu of Melbourne Cup Day, some other day as determined in a particular locality; and

**69.2.4** any additional public holiday declared or prescribed in Victoria or a locality in respect of occasions other than those set out in 69.2.1, 69.2.2 or 69.2.3.

**69.3** If, in a particular year, no day is determined under Victorian law as a public holiday in respect of any occasion referred to in clause 69.2.1, 69.2.2 or 69.2.3, a public holiday will be observed on the actual day specified in clause 69.2.1, 69.2.2 or 69.2.3.

#### **69.4 Payment For Work On Public Holidays When Substitute Days Are Declared**

**69.4.1** The following rules regarding public holiday penalties will apply in circumstances where, Christmas Day, Australia Day, Boxing Day, or New Year's Day (**Actual Day**) is a Saturday or a Sunday, and a substitute holiday is determined under Victorian law on another day in respect of any of those occasions (**Substitute Day**):

- (a) If an employee works on both the Actual Day and the Substitute Day, week-end penalties shall apply to time worked on the Actual Day and public holiday penalties shall apply to time worked on the Substitute Day.
- (b) If an employee works on the Substitute Day and not the Actual Day, the employee will receive public holiday entitlements for time worked on the Substitute Day.
- (c) If an employee works on the Actual Day and not the Substitute Day, public holiday penalties (but not weekend penalties) shall apply to the Actual Day.
- (d) The employee shall only receive the public holiday penalties for either the Actual Day or the Substitute Day, but not both.

#### **69.5 Public Holiday Pay For Part Time Staff Rostered Off**

**69.5.1** To determine the entitlement to public holidays for part-timers rostered off on a public holiday the following shall apply:

- a. Where a public holiday occurs on a day a part-time employee normally works, but the employee is not required to work, the employee is entitled to receive the public holiday benefit as prescribed by clause 69.1.
- b. Where a public holiday occurs on a day a part-time employee is not rostered to work the employee shall receive payment according to the formula in 69.5.2.

**69.5.2** Average weekly hours over the previous six months are to be determined and a pro-rata payment made, regardless of whether the employee would ever work on that day of the week.

Example:

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

### 69.6 Substitution of Religious Public Holidays

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

### 69.7 Payment For Time Worked On A Public Holiday

**69.7.1** An employee who works (excepting on recall) on a public holiday which applies under clause 69 shall:

- a. be paid for the time so worked with a minimum of four hours' wages at the rate of time and a half in addition to the weekly wage prescribed herein; or
- b. be entitled to time off amounting to one and a half times the hours worked with a minimum of six hours time off without loss of pay; such time off to be taken at a time mutually convenient to the Employer and employee within one month of the day on which the employee worked, provided that where an employee is entitled to a full working day off, such time off work may be added to the employee's annual leave by mutual consent.

**69.7.2** An employee who is recalled to duty and works on any public holiday which applies under clause 69 shall be paid from the time of receiving the recall until the time of finishing such recall duty with a minimum of two hours payment for each such recall at the rate of time and a half in addition to the hourly rate for ordinary time under this Agreement.

### 69.8 Public holidays occurring on rostered days off

**69.8.1** Subject to **sub-clauses 69.8.2** and **69.8.3** below, a full-time employee shall be entitled to receive one and a half day's pay in addition to the weekly wage or one and a half days off at a time convenient to the Employer without loss of pay in lieu thereof where such holiday occurs on their rostered day off.

**69.8.2** Where clause 69.4.1 applies, and:

- a. the employee is rostered off for both the Actual Day and the Substitute Day, then only one day's payment will be made under paragraph 69.8.1; or
- b. the employee works only on one of either the Actual Day or Substitute Day and receives public holiday rates for the day worked, the employee will not receive a payment under paragraph 69.8.1 in respect of the day not worked.

**69.8.3** In respect of the Saturday immediately before Easter Sunday, an employee who ordinarily works Monday to Friday and who does not work on that Saturday shall be entitled to one day's pay in respect of that 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.

**69.9 Conversion of Public Holiday Benefits to Leave (This sub-clause applies only to Psychologists engaged by an employer in Department of Health-funded psychiatric and/or mental health programs)**

**69.9.1** An employee who works on a public holiday, and who is entitled to public holiday penalties under this clause, may elect to convert their entitlement by receiving pay for the day worked at ordinary time rates, converting a half day's pay into additional leave or long service leave to be taken pursuant to the Annual Leave or Long Service Leave provisions of this Agreement but without attracting Annual Leave Loading, plus either:

- (a) be allowed a paid half day off work plus receive an additional half day's ordinary pay; or
- (b) receive an additional sum equal to a day's ordinary pay.

**69.9.2** An employee who wishes to convert under these provisions must advise their Employer in writing of their election to do so at the beginning of each calendar year.

**69.10 Public Holiday Night Duty**

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

- (a) the Public Holiday penalty rate, for the time worked on the Public Holiday (with a minimum of 4 hours at the public holiday rate in respect of that public holiday); and
- (b) the rate which would ordinarily apply, for time worked other than on the public holiday.

**70. CULTURAL AND CEREMONIAL LEAVE**

**70.1** The Employer may approve attendance during working hours by an employee of Aboriginal or Torres Strait Islander descent at any Aboriginal or Torres Strait Islander community meetings, except the Annual General Meetings of Aboriginal or Torres Strait Islander community organisations at which the election of office bearers will occur.

**70.2** The Employer may grant an employee of Aboriginal or Torres Strait Islander descent accrued annual or other leave to attend the Annual General Meetings of Aboriginal or Torres Strait Islander community organisations at which the election of office bearers will occur.

**70.3** Ceremonial leave without pay may be granted to an employee of Aboriginal or Torres Strait Islander descent for ceremonial purposes:

**70.3.1** connected with the death of a member of the immediate family or extended family (provided that no employee shall have an existing entitlement reduced as a result of this clause); or

**70.3.2** for other ceremonial obligations under Aboriginal or Torres Strait Islander law.

**70.4** Ceremonial Leave granted under this clause is in addition to compassionate leave granted under this Agreement.

## **PART 8 - TRANSPORT, TOLLS AND VEHICLE ALLOWANCE**

### **71. TRAVELLING TRANSPORT AND FARES**

- 71.1** An employee who is recalled to work outside the normal working hours (provided such work is not continuous with a rostered period of duty) and who uses their vehicle for transport to a place of work shall receive allowances in accordance with this clause.
- 71.2** Should any employee be required to use their vehicle during normal working hours on Employer business, the employee shall receive such allowance based on distance per kilometre travelled as specified by the ATO.
- 71.3** An employee on rostered shifts who is required to use public transport to journey to or from work between 9.00 p.m. and 7.00 a.m. shall be provided with transport (taxi or hire car) if no public transport is available for the inward and/or outward journey. The Employer shall be responsible for the payment of such transport.
- 71.4** The rates set out below will be adjusted each financial year in accordance with the Australian Taxation Office per kilometre rates for cars. The rates current as at 1 July 2012 and applicable on commencement of this agreement are:

<b>Engine capacity</b>		<b>Cents per kilometre</b>
<b>Ordinary car</b>	<b>Rotary engine car</b>	<b>2011-12 income year</b>
1600cc (1.6 litre) or less	800cc (0.8 litre) or less	63 cents
1601cc - 2600cc (1.601 litre - 2.6 litre)	801cc - 1300cc (0.801 litre - 1.3 litre)	74 cents
2601cc (2.601 litre) and over	1301cc (1.301 litre) and over	75 cents

- 71.5** The per kilometre rates for motorcycles will be adjusted by the same percentage and at the same time as the 2601cc (2.601 litre) and over rate in the above table. The rates current as at 1 July 2012 and applicable on commencement of this agreement are:

<b>Engine Capacity</b>	<b>Cents per kilometre</b>
250cc and over	38 cents
Under 250cc	29 cents

- 71.6** Rates will be rounded to the nearest cent.

### **72. REIMBURSEMENT OF CITY LINK TOLLS**

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

## **PART 9 - ACCIDENT PAY, CLOTHING, EQUIPMENT AND TOOLS ALLOWANCES**

### **73. ACCIDENT PAY**

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

#### **73.2 Definitions**

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

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

#### **73.3 Total Incapacity**

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

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

#### **73.4 Partial Incapacity**

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

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

#### **73.5 Payment For Part Of A Week**

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

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

### **73.6 Qualifications For Payment**

**73.6.1** Subject to the terms of this clause, an employee covered by this award shall, upon receiving payment of weekly compensation and continuing to receive such payment for incapacity under the Act, be paid accident pay by their Employer who is liable to pay compensation under the Act, which liability may be discharged by another person on behalf of the Employer, provided that:

- a.** Accident pay shall not apply to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks and then, subject to 73.6.4 and to the maximum period of payment prescribed elsewhere herein, accident pay shall apply only to the period of incapacity after the first two weeks.
- b.** Accident pay shall only be payable to an employee whilst that employee remains in the employment of the Employer by whom they were employed at the time of the incapacity and then only for such period as they received a weekly payment under the Act. Provided that if an employee who is partially incapacitated cannot obtain suitable employment from their Employer but such alternative employment is available with another employer then the relevant amount of accident pay shall still be payable.

**73.6.2** Provided further that in the case of the termination by an Employer of an employee who is incapacitated and receiving accident pay, accident pay shall continue to apply subject to the provisions of this clause except in those cases where the termination is due to serious and/or wilful misconduct on the part of the employee.

**73.6.3** In order to qualify for the continuance of accident pay on termination an employee shall if required provide evidence to the Employer of the continuing payment of weekly payments of compensation.

**73.6.4** Subject to this clause, accident pay shall not apply in respect of any injury during the first five normal working days of incapacity. Provided however that in the case of an employee who contracts an infectious disease in the course of duty and is entitled to receive compensation for that disease shall receive accident pay from the first day of incapacity.

**73.6.5** In relation to industrial diseases contracted by a gradual process or injury subject to recurrence, aggravation, or acceleration, such injuries or diseases shall not be subject to accident pay unless the employee has been employed with the Employer at the time of the incapacity for a minimum period of one month.

**73.6.6** On engagement, an employee may be required to declare all workers compensation and/or accident claims made under the Act in the previous five years and in the event of defaults or inaccurate information being deliberately and knowingly declared the Employer may require the employee to forfeit their entitlement to accident pay under this award.

### **73.7 Maximum Period Of Payment**

**73.7.1** The maximum period or aggregate period of Accident Pay to be made by the Employer shall be a total of 26 weeks for any one injury as defined in 73.2 Provided that in respect of an employee receiving or entitled to receive accident pay on or after 1 January 1981, the maximum period or aggregate of periods shall be a total of 39 weeks for any one injury as defined.

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



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

### **73.9 Notice Of Injury**

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

### **73.10 Medical Examination**

**73.10.1** In order to receive an entitlement to accident pay an employee shall meet the requirements of the Act for attending medical examinations.

**73.10.2** Where, in accordance with the Act, a medical referee gives a certificate as to the condition of the employee and their fitness for work or specifies work for which the employee is fit and such work is made available by the Employer, and is refused by the employee or the employee fails to commence the work, Accident Pay shall cease from the date of such refusal or failure to commence the work.

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

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

### **73.12 Civil Damages**

**73.12.1** An employee receiving or who has received Accident Pay shall advise their Employer of any action they may institute or any claim they make for damages. Further, the employee shall, if requested, provide an authority to the Employer entitling the Employer to a charge upon any money payable pursuant to any judgement or settlement on that injury.

**73.12.2** Where an employee obtains a judgement or settlement for damages in respect of an injury for which they have received Accident Pay the Employers liability to pay Accident Pay shall cease from the date of such judgement or settlement, provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of Accident Pay made by the Employer, the employee shall pay to the Employer any amount of Accident Pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

**73.12.3** Where an employee obtains a judgement or settlement for damages against a person other than the Employer in respect of an injury for which they have received accident pay, the Employers liability to pay Accident Pay shall cease from the date of such judgement or settlement, provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the Employer, the employee shall pay to the Employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

### **73.13 Insurance Against Liability**

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

### **73.14 Variations In Compensation Rates**

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

### **73.15 Death Of An Employee**

**73.15.1** All rights to accident pay shall cease on the death of an employee.

### **73.16 Commencement**

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

### **74. CHILD CARE COSTS**

**74.1** Where employees are required by the Employer to work outside their ordinary hours of work and where less than 24 hours' notice of the requirement to perform such overtime work has been given by the Employer, other than recall when placed on-call, the employee will be reimbursed for reasonable childcare expenses incurred.

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

### **75. BREAST-FEEDING FACILITIES**

**75.1.1** The Employer will provide private and comfortable areas at each worksite for staff members who are breast-feeding to enable them to express milk or to feed children whilst at work.

### **76. TELEPHONE ALLOWANCE**

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

### **77. UNIFORM ALLOWANCE**

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

**77.2** Where the Employer requires an employee to wear any special clothing, the Employer must pay the uniform allowance prescribed by this clause for purchasing such clothing. The provisions of this clause do not apply where the special clothing is paid for by the Employer.

**77.3** Special clothing shall remain the property of the Employer. If the employee is responsible for laundering it the Employer must pay the laundry allowance prescribed in SCHEDULE B. This allowance is not payable where the Employer launders and maintains the special clothing.

**77.4** In lieu of the provision of special clothing the Employer may, by agreement with the employee, pay such employee a uniform allowance as prescribed by SCHEDULE B. Where such employee's uniforms are not laundered by or at the expense of the Employer, the employee shall be paid a laundry allowance as prescribed by SCHEDULE B.

**77.5** The Uniform Allowance but not the laundry allowance shall be paid during all absences on leave, except absences on Long Service Leave and absence on Personal Leave beyond 21 days. Where, prior to the taking of leave, an employee was paid a Uniform Allowance other than at the weekly rate, the rate to be paid during absence on leave shall be the average of the allowance paid during the four weeks immediately preceding the taking of leave.

**77.6** Where it is necessary that an employee be provided with rubber gloves, protective clothing and safety appliances, the Employer must reimburse the employee for the cost of purchasing such clothing. The provisions of this clause do not apply where the protective clothing is supplied to the employee at the Employer's expense.

**78. EXPOSURE TO HAZARDOUS SUBSTANCES**

**78.1** Any employee exposed to toxic agents or radiation in the course of their employment shall be entitled to a blood count carried out free of charge as often as is considered necessary.

**79. HEALTH AND SAFETY, REHABILITATION AND WORKCOVER**

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

Schedule F	Alfred Health
Schedule J	Royal Women's Hospital
Schedule J	Royal Children's Hospital
Schedule N	St. Vincent's Health

**80. PREVENTION AND MANAGEMENT OF WORKPLACE BULLYING**

**80.1** The parties to this Agreement are committed to the prevention of workplace bullying.

**80.2** The Employer will maintain policies and procedures to proactively prevent and manage workplace bullying in accordance with the Victorian Occupational and Health Safety Act 2004 and the WorkSafe publication, 'Preventing and Responding to Bullying at Work' June 2009 (as amended from time to time).

**80.3** Those policies, and the documents referred to in sub clause 80.2, are not incorporated into this Agreement.

**PART 10 – AGREEMENT COMPLIANCE**

**81. POSTING OF AGREEMENT**

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

**SIGNATORIES**

**Executed** as an agreement

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

.....  
Alec Djoneff  
Chief Executive Officer

312 Kings Way  
South Melbourne VIC 3205

Date: .....

**In the presence of:**

.....  
Witness (signature)

.....  
Name of witness (print)

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

.....  
Dr. Rosemary Kelly  
Secretary Health Services Union Victoria No 4 Branch

Level 1/62 Lygon Street  
Carlton VIC 3053

Date: .....

**In the presence of:**

.....  
Witness (signature)

.....  
Name of witness (print)

**Executed** by the Victorian Psychologists Association by its duly appointed officer:

.....  
Dr. Rosemary Kelly  
Secretary

Level 1/62 Lygon Street  
Carlton VIC 3053

Date: .....

**In the presence of:**

.....  
Witness (signature)

.....  
Name of witness (print)

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

.....  
Lloyd Williams  
Secretary Health Services Union Victoria No 2 Branch

7 Grattan Street  
Carlton VIC 3053

Date: .....

**In the presence of:**

.....  
Witness (signature)

.....  
Name of witness (print)

## **SCHEDULES**

- A Employer Respondents**
- B Rates of Pay and Allowances**
- C Classification Descriptors and Higher Qualification Allowances**
- D Alfred Health General Conditions**
- E Austin Health Organisation Restructuring Agreement**
- F Eastern Health, Alfred Health, Peter MacCallum Cancer Institute and the Royal Victorian Eye and Ear Hospital Organisational Change Agreement**
- G Eastern Health Turning Point Research and Education Employees**
- H Melbourne Health, Western Health and Northern Health Market Contestability Agreement**
- I Melbourne Health, Western Health and Northern Health Organisational Change Agreement**
- J Royal Women's Hospital and Royal Children's Hospital General Employment, Redundancy and Organisational Change**
- K Clinical Perfusionists at the Royal Children's Hospital**
- L Southern Health**
- M St. Vincent's Health Organisational Change Agreement**
- N St Vincent's Hospital (Melbourne) Ltd General Conditions Agreement**

## SCHEDULE A- EMPLOYER PARTIES

1. Albury Wodonga Health (Wodonga Hospital)
2. Alexandra District Hospital
3. Alfred Hospital
4. Alpine Health
5. Austin Health
6. Bairnsdale Regional Health Service
7. Ballarat Health Services
8. Barwon Health
9. Bass Coast Regional Health
10. Beechworth Health Service Inc
11. Benalla Health Service
12. Bendigo Health Care Group
13. Calvary Health Bethlehem Hospital Ltd
14. Castlemaine Health
15. Central Gippsland Health Service
16. Cobram District Health
17. Colac Area Health
18. East Grampians Health Service
19. Eastern Health
20. Echuca Regional Health
21. Gippsland Southern Health Service
22. Goulburn Valley Health
23. Hepburn Health Service
24. Hesse Rural Health Service
25. Heywood Rural Health
26. Kyabram and District Health Service
27. Kyneton District Health Service
28. Latrobe Regional Hospital
29. Maryborough District Health Service
30. Melbourne Health
31. Mercy Public Hospitals Inc
32. Mildura Base Hospital
33. Northeast Health Wangaratta
34. Northern Health
35. Numurkah District Health Service
36. Orbost Regional Health
37. Peninsula Health
38. Peter MacCallum Cancer Institute
39. Portland District Health
40. Robinvale District Health Service
41. Rochester & Elmore District Health Service
42. Royal Children's Hospital
43. Royal Victoria Eye & Ear Hospital (The)
44. Royal Women's Hospital
45. South Gippsland Hospital
46. South West Healthcare
47. Southern Health
48. St Vincent's Health Melbourne
49. Stawell Regional Health
50. Swan Hill District Health
51. Tweddle Child and Family Health Service
52. Victorian Clinical Genetics Services Ltd
53. West Gippsland Healthcare Group
54. West Wimmera Health Service



55. Western District Health Service
56. Western Health
57. Wimmera Health Care Group
58. Yarrawonga District Health Service
59. Yea & District Memorial Hospital

## SCHEDULE B – RATES OF PAY AND ALLOWANCES

### RATES OF PAY

RATES OF PAY								
PSR Code	Descriptor	Grade	Year		FFPPOA 1	FFPPOA 1	FFPPOA 1	FFPPOA 1
					November 2012	November 2013	November 2014	November 2015
						2.50%	2.50%	2.50%
<b>Audiologists</b>								
CR4	Audiologist	1	1		\$1,146.40	\$1,175.10	\$1,204.50	\$1,234.60
CR5			2		\$1,202.10	\$1,232.20	\$1,263.00	\$1,294.60
CR6			3		\$1,262.20	\$1,293.80	\$1,326.10	\$1,359.30
CR10			4		\$1,325.90	\$1,359.00	\$1,393.00	\$1,427.80
CR7		2	1		\$1,325.90	\$1,359.00	\$1,393.00	\$1,427.80
CR8			2		\$1,338.10	\$1,371.60	\$1,405.90	\$1,441.00
CR9			3		\$1,403.10	\$1,438.20	\$1,474.20	\$1,511.10
CS1		3	4		\$1,544.30	\$1,582.90	\$1,622.50	\$1,663.10
CS2			1		\$1,579.70	\$1,619.20	\$1,659.70	\$1,701.20
CS3			2		\$1,634.00	\$1,674.90	\$1,716.80	\$1,759.70
CS4			3		\$1,676.90	\$1,718.80	\$1,761.80	\$1,805.80
CS5		4	4		\$1,789.90	\$1,834.60	\$1,880.50	\$1,927.50
CR11			1 & 2		\$1,851.50	\$1,897.80	\$1,945.20	\$1,993.80
CR12		4	3 & 4		\$1,948.00	\$1,996.70	\$2,046.60	\$2,097.80
CR13			5		\$2,142.40	\$2,196.00	\$2,250.90	\$2,307.20
	Deputy Director Allied Health				\$2,422.30	\$2,482.90	\$2,545.00	\$2,608.60
	Director Allied Health				\$2,623.60	\$2,689.20	\$2,756.40	\$2,825.30
<b>Clinical Perfusionists</b>								
AZ1	Clinical Perfusionist	1	1		\$924.30	\$947.40	\$971.10	\$995.40
AZ2			2		\$990.60	\$1,015.40	\$1,040.80	\$1,066.80
AZ3			3		\$1,073.10	\$1,099.90	\$1,127.40	\$1,155.60
AZ4			4		\$1,146.40	\$1,175.10	\$1,204.50	\$1,234.60
AZ5			5		\$1,202.10	\$1,232.20	\$1,263.00	\$1,294.60
AZ6			6		\$1,262.20	\$1,293.80	\$1,326.10	\$1,359.30
AZ7			7		\$1,325.90	\$1,359.00	\$1,393.00	\$1,427.80
EZ1		2	1		\$1,338.10	\$1,371.60	\$1,405.90	\$1,441.00
EZ2			2		\$1,403.10	\$1,438.20	\$1,474.20	\$1,511.10
EZ3			3		\$1,495.00	\$1,532.40	\$1,570.70	\$1,610.00
EZ4			4		\$1,599.70	\$1,639.70	\$1,680.70	\$1,722.70
EZ5			5		\$1,634.00	\$1,674.90	\$1,716.80	\$1,759.70
EZ6			6		\$1,676.90	\$1,718.80	\$1,761.80	\$1,805.80
EZ7			7		\$1,806.90	\$1,852.10	\$1,898.40	\$1,945.90
FZ1		3	1		\$1,851.50	\$1,897.80	\$1,945.20	\$1,993.80
FZ2			2		\$1,948.00	\$1,996.70	\$2,046.60	\$2,097.80
FZ3			3		\$2,142.40	\$2,196.00	\$2,250.90	\$2,307.20
TT12		4	-		\$2,422.30	\$2,482.90	\$2,545.00	\$2,608.60
<b>Dietitians</b>								
AI1	Dietitian	1	1		\$939.30	\$962.80	\$986.90	\$1,011.60
AI2			2		\$974.60	\$999.00	\$1,024.00	\$1,049.60
AI3			3		\$1,053.30	\$1,079.60	\$1,106.60	\$1,134.30
AI4			4		\$1,117.70	\$1,145.60	\$1,174.20	\$1,203.60
AI5			5		\$1,192.70	\$1,222.50	\$1,253.10	\$1,284.40
AI6			6		\$1,267.00	\$1,298.70	\$1,331.20	\$1,364.50
AI7			7		\$1,330.60	\$1,363.90	\$1,398.00	\$1,433.00
AJ1		2	1		\$1,330.60	\$1,363.90	\$1,398.00	\$1,433.00

RATES OF PAY									
PSR Code	Descriptor	Grade	Year		FFPPOA 1	FFPPOA 1	FFPPOA 1	FFPPOA 1	
					November 2012	November 2013	November 2014	November 2015	
						2.50%	2.50%	2.50%	
AJ2			2		\$1,362.90	\$1,397.00	\$1,431.90	\$1,467.70	
AJ3			3		\$1,405.10	\$1,440.20	\$1,476.20	\$1,513.10	
AJ4			4		\$1,516.90	\$1,554.80	\$1,593.70	\$1,633.50	
AK1		3	1		\$1,528.00	\$1,566.20	\$1,605.40	\$1,645.50	
AK2			2		\$1,585.50	\$1,625.10	\$1,665.70	\$1,707.30	
AK3			3		\$1,636.50	\$1,677.40	\$1,719.30	\$1,762.30	
AK4			4		\$1,789.90	\$1,834.60	\$1,880.50	\$1,927.50	
JC1		4	1		\$1,794.30	\$1,839.20	\$1,885.20	\$1,932.30	
JC2			2		\$1,854.80	\$1,901.20	\$1,948.70	\$1,997.40	
JC3			3		\$1,915.70	\$1,963.60	\$2,012.70	\$2,063.00	
JC4			4		\$1,977.10	\$2,026.50	\$2,077.20	\$2,129.10	
JC41			5		\$2,142.40	\$2,196.00	\$2,250.90	\$2,307.20	
JC51	Manager D&N Services				\$2,422.30	\$2,482.90	\$2,545.00	\$2,608.60	
	Deputy Director Allied Health				\$2,422.30	\$2,482.90	\$2,545.00	\$2,608.60	
	Director Allied Health				\$2,708.70	\$2,776.40	\$2,845.80	\$2,916.90	
<b>Genetic Counsellors</b>									
WW1	Genetic Counsellor	1	1		\$999.40	\$1,024.40	\$1,050.00	\$1,076.30	
WW2			2		\$1,067.30	\$1,094.00	\$1,121.40	\$1,149.40	
WW3			3		\$1,157.10	\$1,186.00	\$1,215.70	\$1,246.10	
WW4		2	1		\$1,203.40	\$1,233.50	\$1,264.30	\$1,295.90	
WW5			2		\$1,271.20	\$1,303.00	\$1,335.60	\$1,369.00	
WW6			3		\$1,344.40	\$1,378.00	\$1,412.50	\$1,447.80	
WW7			4		\$1,412.20	\$1,447.50	\$1,483.70	\$1,520.80	
WW8		3	5		\$1,508.70	\$1,546.40	\$1,585.10	\$1,624.70	
WW9			1		\$1,548.40	\$1,587.10	\$1,626.80	\$1,667.50	
WW10			2		\$1,621.30	\$1,661.80	\$1,703.30	\$1,745.90	
WW11			3		\$1,689.30	\$1,731.50	\$1,774.80	\$1,819.20	
WW12		4A	4		\$1,774.20	\$1,818.60	\$1,864.10	\$1,910.70	
WW13			1		\$1,830.40	\$1,876.20	\$1,923.10	\$1,971.20	
WW14			2		\$1,916.60	\$1,964.50	\$2,013.60	\$2,063.90	
WW15		4B	-		\$1,985.40	\$2,035.00	\$2,085.90	\$2,138.00	
WW16	Senior Genetic Counsellor	5	-		\$2,170.30	\$2,224.60	\$2,280.20	\$2,337.20	
<b>Pharmacists</b>									
RQ9	Pharmacy Student				\$261.90	\$268.40	\$275.10	\$282.00	
SQ1	Pharmacy Intern				\$776.10	\$795.50	\$815.40	\$835.80	
SW5	Pharmacists	1	1		\$990.60	\$1,015.40	\$1,040.80	\$1,066.80	
SW6			2		\$1,047.70	\$1,073.90	\$1,100.70	\$1,128.20	
SW7			3		\$1,146.40	\$1,175.10	\$1,204.50	\$1,234.60	
SW8			4		\$1,202.10	\$1,232.20	\$1,263.00	\$1,294.60	
SW9			5		\$1,262.20	\$1,293.80	\$1,326.10	\$1,359.30	
SW10			6		\$1,325.90	\$1,359.00	\$1,393.00	\$1,427.80	
SX2		2	1		\$1,325.90	\$1,359.00	\$1,393.00	\$1,427.80	
SX3			2		\$1,338.10	\$1,371.60	\$1,405.90	\$1,441.00	
SX4			3		\$1,403.10	\$1,438.20	\$1,474.20	\$1,511.10	
SX5		3	4		\$1,544.30	\$1,582.90	\$1,622.50	\$1,663.10	
SX6			1		\$1,579.70	\$1,619.20	\$1,659.70	\$1,701.20	
SX7			2		\$1,634.00	\$1,674.90	\$1,716.80	\$1,759.70	
SX8			3		\$1,676.90	\$1,718.80	\$1,761.80	\$1,805.80	
SX81			4		\$1,789.90	\$1,834.60	\$1,880.50	\$1,927.50	
TA20			4	1 & 2		\$1,851.50	\$1,897.80	\$1,945.20	\$1,993.80

RATES OF PAY									
PSR Code	Descriptor	Grade	Year		FFPPOA 1	FFPPOA 1	FFPPOA 1	FFPPOA 1	
					November 2012	November 2013	November 2014	November 2015	
						2.50%	2.50%	2.50%	
TA21			3 & 4		\$1,948.00	\$1,996.70	\$2,046.60	\$2,097.80	
TA22			5		\$2,142.40	\$2,196.00	\$2,250.90	\$2,307.20	
SX9	Deputy Director Pharmacy Group 3				\$1,851.50	\$1,897.80	\$1,945.20	\$1,993.80	
SZ4	Deputy Director Pharmacy Group 2				\$2,142.40	\$2,196.00	\$2,250.90	\$2,307.20	
SZ5	Deputy Director Pharmacy Group 1				\$2,422.30	\$2,482.90	\$2,545.00	\$2,608.60	
TT20	Director Pharmacy Group 5				\$1,812.40	\$1,857.70	\$1,904.10	\$1,951.70	
SZ9	Director Pharmacy Group 4				\$2,142.40	\$2,196.00	\$2,250.90	\$2,307.20	
TA2	Director Pharmacy Group 3				\$2,422.30	\$2,482.90	\$2,545.00	\$2,608.60	
TA4	Director Pharmacy Group 2				\$2,623.60	\$2,689.20	\$2,756.40	\$2,825.30	
TA6	Director Pharmacy Group 1				\$2,708.70	\$2,776.40	\$2,845.80	\$2,916.90	
TT13	Pharmacist In Charge		1		\$1,579.70	\$1,619.20	\$1,659.70	\$1,701.20	
TT14			2		\$1,634.00	\$1,674.90	\$1,716.80	\$1,759.70	
TT15			3		\$1,676.90	\$1,718.80	\$1,761.80	\$1,805.80	
<b>Psychologists</b>									
PJ1	Provisional Psychologists	1	1		\$907.70	\$930.40	\$953.70	\$977.50	
PJ2			2		\$952.60	\$976.40	\$1,000.80	\$1,025.80	
PJ3			3		\$1,007.00	\$1,032.20	\$1,058.00	\$1,084.50	
PJ4			4		\$1,084.20	\$1,111.30	\$1,139.10	\$1,167.60	
PJ5			5		\$1,140.80	\$1,169.30	\$1,198.50	\$1,228.50	
PJ6			6		\$1,193.30	\$1,223.10	\$1,253.70	\$1,285.00	
PJ7			7		\$1,256.70	\$1,288.10	\$1,320.30	\$1,353.30	
PJ8			8		\$1,319.90	\$1,352.90	\$1,386.70	\$1,421.40	
PK1	Psychologists	2	1		\$1,347.00	\$1,380.70	\$1,415.20	\$1,450.60	
PK2			2		\$1,386.70	\$1,421.40	\$1,456.90	\$1,493.30	
PK3			3		\$1,426.90	\$1,462.60	\$1,499.20	\$1,536.70	
PK4			4		\$1,542.60	\$1,581.20	\$1,620.70	\$1,661.20	
PL1		3	1		\$1,571.90	\$1,611.20	\$1,651.50	\$1,692.80	
PL2			2		\$1,633.40	\$1,674.20	\$1,716.10	\$1,759.00	
PL3			3		\$1,692.00	\$1,734.30	\$1,777.70	\$1,822.10	
PL4			4		\$1,789.90	\$1,834.60	\$1,880.50	\$1,927.50	
PM1		4	1		\$1,789.90	\$1,834.60	\$1,880.50	\$1,927.50	
PM2			2		\$1,840.80	\$1,886.80	\$1,934.00	\$1,982.40	
PM3			3		\$1,925.90	\$1,974.00	\$2,023.40	\$2,074.00	
PM4			4		\$2,005.10	\$2,055.20	\$2,106.60	\$2,159.30	
PM5			5		\$2,142.40	\$2,196.00	\$2,250.90	\$2,307.20	
TT16			5	-		\$2,422.30	\$2,482.90	\$2,545.00	\$2,608.60
<b>Medical Scientists</b>									
BR1		Science Trainee		ADLT		\$723.10	\$741.20	\$759.70	\$778.70
BR2	1			\$451.90	\$463.20	\$474.80	\$486.70		
BR3	2			\$542.30	\$555.90	\$569.80	\$584.00		
BR4	3			\$677.90	\$694.80	\$712.20	\$730.00		
BR5	4			\$768.30	\$787.50	\$807.20	\$827.40		
BR6	5			\$813.40	\$833.70	\$854.50	\$875.90		
RX1	Medical Scientist	1	1		\$924.30	\$947.40	\$971.10	\$995.40	
RX2			2		\$990.60	\$1,015.40	\$1,040.80	\$1,066.80	
RX3			3		\$1,073.10	\$1,099.90	\$1,127.40	\$1,155.60	
RX4			4		\$1,146.40	\$1,175.10	\$1,204.50	\$1,234.60	
RX5			5		\$1,202.10	\$1,232.20	\$1,263.00	\$1,294.60	
RX6			6		\$1,262.20	\$1,293.80	\$1,326.10	\$1,359.30	

RATES OF PAY								
PSR Code	Descriptor	Grade	Year		FFPPOA 1 November 2012	FFPPOA 1 November 2013	FFPPOA 1 November 2014	FFPPOA 1 November 2015
						2.50%	2.50%	2.50%
RX7			7		\$1,325.90	\$1,359.00	\$1,393.00	\$1,427.80
RY4		2	1		\$1,325.90	\$1,359.00	\$1,393.00	\$1,427.80
RY5			2		\$1,338.10	\$1,371.60	\$1,405.90	\$1,441.00
RY6			3		\$1,403.10	\$1,438.20	\$1,474.20	\$1,511.10
RY7			4		\$1,544.30	\$1,582.90	\$1,622.50	\$1,663.10
RY9		3	1		\$1,579.70	\$1,619.20	\$1,659.70	\$1,701.20
RZ1			2		\$1,634.00	\$1,674.90	\$1,716.80	\$1,759.70
RZ2			3		\$1,676.90	\$1,718.80	\$1,761.80	\$1,805.80
RZ3			4		\$1,789.90	\$1,834.60	\$1,880.50	\$1,927.50
RZ5		4	1 & 2		\$1,851.50	\$1,897.80	\$1,945.20	\$1,993.80
RZ6			3 & 4		\$1,948.00	\$1,996.70	\$2,046.60	\$2,097.80
RZ7			5		\$2,142.40	\$2,196.00	\$2,250.90	\$2,307.20
RZ8		5	-		\$2,623.60	\$2,689.20	\$2,756.40	\$2,825.30
RZ9	Scientist Deputy Director / Operations Manager / Business Manager				\$2,422.30	\$2,482.90	\$2,545.00	\$2,608.60
SA1	Scientist Director				\$2,708.70	\$2,776.40	\$2,845.80	\$2,916.90
SA2	Principal Scientist				\$2,422.30	\$2,482.90	\$2,545.00	\$2,608.60

**Medical Physicists**

PSR Code	Descriptor	Grade	Year		FFPPOA 1	FFPPOA 1	FFPPOA 1	FFPPOA 1	FFPPOA 1	
					November 2012	July 2013	November 2013	November 2014	November 2015	
							2.50%	2.50%	2.50%	
FF1	Medical Physicists Trainee	1	1		\$1,073.10	\$1,073.10	\$1,099.90	\$1,127.40	\$1,155.60	
FF2			2		\$1,146.40	\$1,146.40	\$1,175.00	\$1,204.40	\$1,234.50	
FF3			3		\$1,202.10	\$1,202.10	\$1,232.20	\$1,263.00	\$1,294.60	
FF4			4		\$1,262.20	\$1,262.20	\$1,293.70	\$1,326.10	\$1,359.20	
FF5			5		\$1,325.90	\$1,325.90	\$1,359.10	\$1,393.10	\$1,427.90	
FF6	Medical Physicists	2	1		\$1,338.10	\$1,338.10	\$1,371.60	\$1,405.90	\$1,441.00	
FF7			2		\$1,403.10	\$1,403.10	\$1,438.20	\$1,474.20	\$1,511.00	
FF8			3		\$1,544.30	\$1,544.30	\$1,582.90	\$1,622.40	\$1,663.00	
FF9		3	1		\$1,579.70	\$1,720.00	\$1,763.00	\$1,807.10	\$1,852.30	
FF10			2		\$1,634.00	\$1,870.00	\$1,916.80	\$1,964.70	\$2,013.80	
FF11			3		\$1,676.90	\$2,040.00	\$2,091.00	\$2,143.30	\$2,196.90	
FF12			4		\$1,789.90	\$2,280.00	\$2,337.00	\$2,395.40	\$2,455.30	
FF13		4	1&2		\$1,851.50	\$2,430.00	\$2,490.80	\$2,553.00	\$2,616.80	
FF14			3&4		\$1,948.00	\$2,660.00	\$2,726.50	\$2,794.70	\$2,864.50	
FF15			5		\$2,142.40	\$2,870.00	\$2,941.80	\$3,015.30	\$3,090.70	
FF16		5	-		\$2,267.00	\$3,040.00	\$3,116.00	\$3,193.90	\$3,273.80	
FF17		Principal Medical Physicists				\$2,422.30	\$3,110.00	\$3,187.80	\$3,267.40	\$3,349.10
FF18		Medical Physicists Manager (Barwon Health)				\$2,422.30	\$3,110.00	\$3,187.80	\$3,267.40	\$3,349.10
FF20	Medical Physicists Assistant Manager				\$2,422.30	\$3,110.00	\$3,187.80	\$3,267.40	\$3,349.10	
FF19	Medical Physicists Manager		Lvl 1		\$2,746.70	\$3,260.00	\$3,341.50	\$3,425.04	\$3,510.66	
FF21	Medical Physicists Manager		Lvl 2		\$2,987.20	\$3,510.00	\$3,597.80	\$3,687.70	\$3,779.90	

**ALLOWANCES**

<b>ALLOWANCES</b>					
Allowance Descriptor	FFPPOA 1 November 2012	FFPPOA 1 November 2013	FFPPOA 1 November 2014	FFPPOA 1 November 2015	
		2.50%	2.50%	2.50%	
<b><i>Hospital Pharmacists</i></b>					
<b><u>Higher Qualifications Allowance</u></b>					
Graduate Certificate	\$41.90	\$42.95	\$44.05	\$45.15	
Graduate Diploma, Fellowship Diploma, Post Grad Dip	\$68.10	\$69.80	\$71.55	\$73.35	
MA, M Sc, M Psych	\$78.60	\$80.55	\$82.55	\$84.60	
Ph.D, D Sc	\$104.75	\$107.40	\$110.05	\$112.80	
On-Call Allowance	\$26.20	\$26.85	\$27.50	\$28.20	
On-Call Allowance (public holidays)	\$52.40	\$53.70	\$55.05	\$56.40	
Shift Allowance	\$22.60	\$23.15	\$23.75	\$24.30	
<b><i>Medical Scientists, Audiologists, Clinical Perfusionists &amp; Dietitians (as applicable)</i></b>					
Change of Roster	\$23.10	\$23.70	\$24.30	\$24.90	
<b><u>Higher Qualifications</u></b>					
<b><i>Scientists</i></b>					
Graduate Certificate	\$42.90	\$44.00	\$45.10	\$46.20	
Graduate Diploma	\$69.75	\$71.50	\$73.30	\$75.10	
MA, M Sc, M App. Sc., MAIP	\$80.50	\$82.50	\$84.55	\$86.65	
FAACB, FAIMLS, Ph.D, D Sc, FAIP, FIMLS, FHGSA	\$107.30	\$110.00	\$112.75	\$115.55	
<b><i>Audiologists</i></b>					
Graduate Certificate	\$42.90	\$44.00	\$45.10	\$46.20	
Graduate Diploma	\$69.75	\$71.50	\$73.30	\$75.10	
M.Aud, M Sc, M App. Sc.	\$80.50	\$82.50	\$84.55	\$86.65	
Ph.D, D Sc	\$107.30	\$110.00	\$112.75	\$115.55	
<b><i>Cardiovascular Perfusionists</i></b>					
Graduate Certificate	\$42.90	\$44.00	\$45.10	\$46.20	
Graduate Diploma	\$69.75	\$71.50	\$73.30	\$75.10	
MAACB, M Sc, M App. Sc., MAIP, FAACB, FAIMLS, Ph.D, D Sc, FAIP, FIMLS	\$107.30	\$110.00	\$112.75	\$115.55	
<b><i>Dietitians</i></b>					
Graduate Certificate	\$42.15	\$43.20	\$44.25	\$45.35	
Graduate Diploma	\$68.45	\$70.15	\$71.95	\$73.75	
M Sc	\$79.00	\$80.95	\$83.00	\$85.05	
Ph.D, D Sc	\$105.35	\$107.95	\$110.65	\$113.45	
On-Call Allowance	\$24.75	\$25.40	\$26.00	\$26.65	
On-Call Allowance (public holidays)	\$49.55	\$50.75	\$52.05	\$53.35	
Sole Allowance	\$46.20	\$47.35	\$48.55	\$49.75	

ALLOWANCES					
Allowance Descriptor		FFPPOA 1 November 2012	FFPPOA 1 November 2013	FFPPOA 1 November 2014	FFPPOA 1 November 2015
			2.50%	2.50%	2.50%
<b><u>Shift Allowance</u></b>					
Morning Shift		\$23.10	\$23.70	\$24.30	\$24.90
Afternoon Shift		\$23.10	\$23.70	\$24.30	\$24.90
Night Shift		\$70.45	\$72.20	\$74.00	\$75.85
Permanent Night Shift		\$77.90	\$77.35	\$79.30	\$81.30
Change of Shift		\$36.95	\$37.90	\$38.85	\$39.80
<b><i>Psychologists</i></b>					
Change of Roster		\$22.70	\$23.25	\$23.85	\$24.45
<b><u>Higher Qualifications</u></b>					
Graduate Certificate		\$40.30	\$41.30	\$42.30	\$43.40
Graduate Diploma		\$65.45	\$67.10	\$68.75	\$70.50
MA, M Sc, M Psych		\$75.50	\$77.40	\$79.35	\$81.35
Ph.D, D Sc		\$100.70	\$103.20	\$105.80	\$108.45
<b><u>Shift Allowance</u></b>					
Morning Shift		\$22.70	\$23.25	\$23.85	\$24.45
Afternoon Shift		\$22.70	\$23.25	\$23.85	\$24.45
Night Shift		\$69.15	\$70.90	\$72.65	\$74.50
Permanent Night Shift		\$76.50	\$78.45	\$80.40	\$82.40
Change of Shift		\$36.30	\$37.20	\$38.15	\$39.10
CATT on-call allowance		\$120.00	\$123.00	\$126.10	\$129.25
<b><i>Medical Physicists</i></b>					
<b><u>Higher Qualifications</u></b>					
Graduate Certificate		\$42.90	\$44.00	\$45.10	\$46.20
Graduate Diploma		\$69.75	\$71.50	\$73.30	\$75.10
MA, M Sc, M Psych		\$80.50	\$82.50	\$84.55	\$86.65
Ph.D, D Sc		\$107.30	\$110.00	\$112.75	\$115.55
<b><u>Shift Allowance</u></b>					
Morning Shift		\$26.85	\$27.50	\$28.20	\$28.90
Afternoon Shift		\$26.85	\$27.50	\$28.20	\$28.90
Night Shift		\$81.75	\$83.80	\$85.90	\$88.05
Permanent Night Shift		\$90.45	\$92.70	\$95.05	\$97.40
Change of Shift		\$42.90	\$44.00	\$45.10	\$46.20
On-call allowance		\$26.85	\$27.50	\$28.20	\$28.90
On-Call Allowance (public holidays)		\$53.65	\$55.00	\$56.35	\$57.80
Change of Roster		\$26.85	\$27.50	\$28.20	\$28.90
Sole Allowance		\$53.65	\$55.00	\$56.35	\$57.80
<b><i>Genetic Counsellors</i></b>					



ALLOWANCES					
Allowance Descriptor		FFPPOA 1 November 2012	FFPPOA 1 November 2013	FFPPOA 1 November 2014	FFPPOA 1 November 2015
			2.50%	2.50%	2.50%
<b><u>Higher Qualifications</u></b>					
Graduate Diploma (other than in Genetic Counselling)		\$69.35	\$71.10	\$72.90	\$74.70
Masters		\$80.05	\$82.05	\$84.10	\$86.20
Ph.D		\$106.75	\$109.40	\$112.15	\$114.95
<b><u>Other Allowances</u></b>					
Weekly Salary Exceeds Grade 3 Year 2 scientist rate)		\$1,634.00	\$1,674.90	\$1,716.80	\$1,759.70
Loading Amount (4 weeks annual leave)		\$1,143.80	\$1,172.45	\$1,201.75	\$1,231.80
<b><u>Meal Allowance</u></b>					
Overtime >1 hr		\$11.71	\$12.00	\$12.30	\$12.61
Overtime > 4hrs (extra)		\$8.08	\$8.28	\$8.49	\$8.70
Recall > 2 hrs		\$11.33	\$11.61	\$11.90	\$12.20
Recall > 4 hrs (extra)		\$7.82	\$8.02	\$8.22	\$8.42
Trainees		\$8.20	\$8.41	\$8.62	\$8.83
Others		\$18.06	\$18.51	\$18.97	\$19.45
Self-contained furnished accommodation		\$27.92	\$28.62	\$29.33	\$30.07
Cafeteria rates additional		\$11.52	\$11.81	\$12.10	\$12.41
<b><u>Uniform Allowance</u></b>					
Per day (or part thereof)		\$1.05	\$1.07	\$1.10	\$1.13
Per week		\$5.23	\$5.36	\$5.49	\$5.63
<b><u>Laundry Allowance</u></b>					
Per day (or part thereof)		\$0.25	\$0.25	\$0.26	\$0.26
Per week		\$1.26	\$1.29	\$1.32	\$1.36

## **SCHEDULE C - CLASSIFICATION DESCRIPTORS AND HIGHER QUALIFICATION ALLOWANCES**

### **1. AUDIOLOGISTS**

This clause should be read in conjunction with SCHEDULE B – RATES OF PAY AND ALLOWANCES.

#### **1.1 Audiologist Grade I**

1.1.1 An Audiologist Grade I is an Audiologist who performs audiology work under the routine direction of a more experienced audiologist.

1.1.2 For the purpose of this clause:

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

#### **1.2 Audiologist - Grade II**

1.2.1 An Audiologist Grade II is an Audiologist who:

- (a) supervises Grade I Audiologists; or
- (b) has responsibility for the supervision of Masters of Science/Audiology students. With the proviso that reclassification under this provision shall not be open to Audiologists with less than three years clinical experience; or
- (c) is engaged in clinical work requiring special knowledge and breadth of experience; or
- (d) is the sole Audiologist employed by a health service.

1.2.2 Provided that an "Audiologist Grade I –4th year of experience and thereafter appointed to this grade shall be paid at the "Audiologist Grade II - 2nd year after appointment" rate.

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

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

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

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

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

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

### **1.5 Audiologist Grade IV**

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

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

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

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

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

### **1.8 Audiologists – Higher Qualifications Allowance**

1.8.1 Where an Audiologist has a higher qualification they shall be paid, in addition to the rates of pay prescribed in SCHEDULE B, the following:

- (a) for Graduate Certificate or other recognised equivalent qualification, the sum of 4% of the base rate as defined;
- (b) for Graduate Diploma in Audiology or Graduate Diploma in Health Administration, or other recognised equivalent qualification, the sum of 6.5% of the base rate as defined;

- (c) for Master of Audiology, Master of Science, Master of Applied Science, or any other recognised equivalent qualification from a tertiary institution, the sum of 7.5% of the base rate as defined;
- (d) for Doctor of Science, Doctor of Philosophy in Audiology, or any other recognised equivalent qualification from a tertiary institution, the sum of 10% of the base rate as defined.

1.8.2 Such allowance shall not be cumulative in the case of multiple higher qualifications.

1.8.3 The base rates of pay for the purpose of this clause shall be “Medical Scientist Grade I, Year 3”.

## **2. CLINICAL PERFUSIONISTS**

This clause should be read in conjunction with SCHEDULE B – RATES OF PAY AND ALLOWANCES.

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

2.1.1 A person appointed as such who holds, or is qualified to hold, an appropriate tertiary qualification (Bachelor of Science, Bachelor of Applied Science or equivalent qualification) and who is training in perfusion duties.

2.1.2 Provided that:

- (a) A Clinical Perfusionist who holds or is qualified to hold the degree of Bachelor of Applied Science Honours or Bachelor of Science Honours (four year course) shall be entitled to be classified as a “Clinical Perfusionist - grade I, 2nd year of experience after qualification”;
- (b) a Clinical Perfusionist who holds or is qualified to hold the degree of Master of Applied Science or Master of Science shall be entitled to be classified as a “Clinical Perfusionist - grade I, 3rd year of experience after qualification”, provided further that a Clinical Perfusionist so classified shall not be entitled to the higher qualification payment prescribed in 2.5 for a further period of two years;
- (c) a Clinical Perfusionist who holds or is qualified to hold a degree of Doctor of Philosophy shall be entitled to be classified as a “Clinical Perfusionist - grade I, 5th year of experience after qualification”, provided further that a Clinical Perfusionist so classified shall not be entitled to the higher qualification payment prescribed in 2.5, for a further period of two years; and
- (d) a Clinical Perfusionist who has gained experience under any other part or clause of this Agreement shall be entitled to be classified at the “year of experience after qualification” which would equate to the total of that experience under sub clauses (a), (b), or (c) above.

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

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

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

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

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

- (g) is Deputy to a Grade 4 perfusionist, and may undertake duties as delegated by the Perfusionist in Charge.

## **2.4 Clinical Perfusionist Grade 4**

2.4.1 Perfusionist-in-charge of a team Perfusionists.

2.4.2 The Perfusionist-in-Charge is expected to:

- (a) exercise organisational, supervisory and management skills;
- (b) exercise mature technical and clinical knowledge and judgement as it relates to patient care and to the operation and testing of equipment,
- (c) continuously develop expertise, keeping up with advances in the relevant body of technical and clinical knowledge;
- (d) seek and utilise other specialist advice where required
- (e) coordinate and communicate with surgical and anaesthetic staff.

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

2.5.1 Where a Clinical Perfusionist has a higher qualification they shall be paid, in addition to the rates of pay prescribed in SCHEDULE B, the following:

- (a) for Graduate Certificate in Clinical Perfusion, or other recognised equivalent qualification, the sum of 4% of the base rate as defined;
- (b) for Graduate Diploma in Bacteriology or Graduate Diploma in Health Administration or other recognised equivalent qualification, the sum of 6.5% of the base rate as defined.
- (c) for Member of the Australian Association of Clinical Biochemists, Diploma of Bacteriology, Master of Science, Master Of Applied Science, Member of the Australian Institute of Physics, Human Genetics Society of Australasia Certified Cytogeneticist, Graduate Diploma in Health Administration or other recognised equivalent Degree or Diploma from a tertiary institution the sum of 7.5% of the base rate as defined;
- (d) for Fellow of the Australian Association of Clinical Biochemists , Fellow of the Australian Institute of Medical Scientists, Doctor of Science, Doctor of Philosophy, Fellow of the Australian Institute of Physics Member of the Royal College of Pathologists or other recognised equivalent qualification, the sum of 10% of the base rate as defined.

2.5.2 Such allowance shall not be cumulative in the case of multiple higher qualifications.

2.5.3 The base rate of pay for the purpose of this clause shall be Clinical Perfusionist Grade 1, Year 3.

### **3. DIETITIANS**

This clause should be read in conjunction with SCHEDULE B – RATES OF PAY AND ALLOWANCES.

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

3.1.1 A Dietitian who performs dietetics work under the routine direction and supervision of a more experienced Dietitian. Provided that:

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

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

3.2.1 A Dietitian required to undertake the following duties or responsibilities:

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

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

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

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

- Coordination of staff professional development;
- Supervision of other staff, which may include Grade 2 Dietitians; or,

### 3.3.2 Senior Clinician Grade 3

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

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

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

### 3.3.3 Community Health Team Leader (however titled)

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

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



### **3.4 Dietitian Grade 4**

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

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

### **3.4.2 Senior Clinician Grade 4**

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

- (a) **Advanced Clinical Practice**
  - As a recognised dietetic specialist in an area(s) of dietetic practice, provides specialised clinical services to patients within their area of clinical expertise. This may include referrals from other health services; and/or,
  - Has higher academic achievements. One element which will be considered is the attainment of a higher qualification as prescribed as by sub clause 3.8.1(d) of this schedule; and/or,
- (b) **Teaching and Education**
  - Teaching or academic supervision of undergraduates and/or post graduate students and/or provision of specialist dietetic education programmes to staff from other disciplines. May have an honorary academic appointment; and/or,

(c) Research

- Directing and coordinating dietetic research and/or having responsibility for extensive research or practice development demonstrated through research publications and being a major initiator of funding applications; and/or,

(d) Special Projects

- Directing and coordinating special projects or clinical trials where relevant; or,

(e) Community Health Dietitian Manager

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

- Managing an area of the Community Health Service; and/or
- overseeing Grade 3 Community Team Leaders, which may include teams led by other health professionals; and/or
- exercising financial management responsibilities such as monitoring expenditure, providing reports to the Board and contributing to the preparation of budgets; and/or
- exercising human resources management responsibilities including staff recruitment and performance appraisal;
- contributing to the overall growth and development and strategic goals of the organisation;
- developing partnerships with other organisations;
- Having responsibility for quality assurance within their programs/areas.

### **3.5 Manager Dietetics and Nutrition Services**

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

### **3.6 Deputy Director of Allied Health**

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

### **3.7 Director of Allied Health**

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

### **3.8 Dietitians – Higher Qualifications Allowance**

3.8.1 Where a Dietitian has a higher qualification they shall be paid, in addition to the rates of pay prescribed in SCHEDULE B, the following:

- (a) for Graduate Certificate or other recognised equivalent qualification, the sum of 4% of the base rate as defined;

- (b) for Graduate Diploma in Dietetics, or Graduate Diploma in Health Administration or other recognised equivalent qualification, the sum of 6.5% of the base rate as defined;
- (c) for Master of Science, Master of Science, in Dietetics, Human Genetics Society of Australasia Certified Cytogeneticist, or any other recognised equivalent qualification from a tertiary institution, the sum of 7.5% of the base rate as defined;
- (d) for Doctor of Philosophy, Doctor of Science in Dietetics, Fellowship of the Australian Institute of Medical Scientists, or any other recognised equivalent qualification from a tertiary institution, the sum of 10% of the base rate as defined.

3.8.2 Such allowance shall not be cumulative in the case of multiple higher qualifications.

3.8.3 The base rates of pay for the purpose of this clause shall be Dietitian Grade 1, Year 3.

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

For the purpose of dietitians covered by this Agreement

#### **3.9.1 Multi Campus Health Services**

The following health services are identified for the purposes of sub clause 3.5 of this schedule (Manager Dietetics and Nutrition Services)

- Alfred Health
- Austin Health
- Barwon Health
- Melbourne Health
- Northern Health
- Peninsula Health
- Royal Children's Hospital
- Southern Health
- St. Vincent's Health
- Western Health

#### **3.9.2 Group 1 Departments:**

- Alfred Health (Alfred campus)
- Austin Health (Austin Hospital campus)
- Alfred Health (Caulfield General Medical Centre)
- Barwon Health (Geelong Hospital campus)
- Eastern Health (Box Hill campus)
- Latrobe Regional Hospital

- Melbourne Health (Parkville campus)
- Northern Health (The Northern Hospital)
- Peninsula Health (Frankston Hospital campus)
- Southern Health (Dandenong campus)
- Southern Health (Kingston Centre)
- Southern Health (MMC campus)
- St. Vincent's Health (St. Vincent's Hospital campus)
- Western Health (Western Hospital campus)

### 3.9.3 Group 1 Services

- Ballarat Health Service
- Bendigo Health Service
- Eastern Health (inner)
- Eastern Health (outer)
- Peter MacCallum Cancer Service

### 3.9.4 Group 2 Departments

- Ballarat Health Service (Queen Elizabeth Centre)
- Barwon Health (Grace McKellar Centre)
- Djerriwarrh Health Service
- Goulburn Valley Base Health
- Melbourne Health (Royal Park campus)
- Mercy Health and Aged Care (Werribee Campus)
- Mildura Base Hospital
- Mount Alexander Hospital
- North East Health Wangaratta
- Northern Health (Bundoora Extended Care)
- Northern Health (Craigieburn Health Service)
- Royal Women's Hospital
- South West Health Care
- Southern Health (Casey Hospital)

- Swan Hill District Hospital
- Western District Health Service

### 3.9.5 Criteria for Classification of Departments of Nutrition and Dietetics

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

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

**Criteria**

**Points  
weighting**

**Groupings**

Group 1 Departments

- an aggregate score of  
36 points or more

Group 2 Departments

- an aggregate score of  
up to 35 points

#### **4. GENETIC COUNSELLORS**

This clause should be read in conjunction with SCHEDULE B – RATES OF PAY AND ALLOWANCES.

##### **4.1 Classification of Employees – Preamble**

- 4.1.1 A Genetic Counsellor means a person who is eligible for certification from the Human Genetics Society of Australia.
- 4.1.2 Genetic counselling activities are guided by the policies of the Human Genetics Society of Australasia (HGSA). These include guidelines for the practice of genetic counselling, for training, certification in genetic counselling and for the structure of clinical genetics units in Australasia. The Australasian Society of Genetic Counsellors (a special interest group of the HGSA) has a code of ethics for Genetic Counsellors. In order to achieve best practice the guidelines and code will be respected and used as a reference by Genetic Counsellors and their Employers.
- 4.1.3 In Australia, the HGSA Board of Censors in Genetic Counselling oversees training and certification in genetic counselling as well as maintenance of professional standards. HGSA Council ratifies decisions made by the Board of Censors in Genetic Counselling. The certification process has two parts, Part 1 and Part 2.
- 4.1.4 Part 1 is achieved either by the completion of a defined set of 'skills competencies' as defined in the HGSA guidelines for training in genetic counselling or by the successful completion of a HGSA recognised postgraduate course in genetic counselling, i.e. graduate diploma or Masters in genetic counselling. Eligibility for Part 1 certification is the base requirement for employment as a genetic counsellor. No higher qualification allowance will apply in relation to the Part 1 recognised qualification of Graduate Diploma or Masters (Griffith University only as at 2005) in genetic counselling or the Part 2 HGSA certification.
- 4.1.5 Part 2 HGSA certification is achieved by fulfilling the employment, reports and submission requirements of the HGSA Board of Censors in Genetic Counselling. A genetic counsellor working towards Part 2 certification will be known as an associate genetic counsellor. A genetic counsellor who has Part 2 certification will be known as a certified genetic counsellor. Part 2 certification can be achieved in genetic counselling (general) or genetic counselling (cancer). The latter is considered to be a specialty area.
- 4.1.6 A genetic counsellor who holds Part 1 and achieves Part 2 certification in general or the cancer specialty area shall progress one increment in the salary structure.
- 4.1.7 A genetic counsellor who has Part 2 certification in the cancer specialty area shall be considered an associate genetic counsellor if not working in that specialty area, and shall be employed according to their skills and experience, but no higher than the highest level of Grade 2.
- 4.1.8 Subject to satisfactory performance, Genetic Counsellors will progress by annual increments to the highest level in Grade 3, provided appropriate Part 2 certification is achieved for progression to Grade 3. Advancement beyond Grade 3 will be by promotion to an available position. A genetic counsellor may seek to have their classification level reviewed.
- 4.1.9 Sub-clauses 4.2 to 4.6 defines the professional structure for Genetic Counsellors. It should be read in conjunction with the position description and/or duty statement of any given genetic counselling position which defines the specific duties, and requirements of that position.

##### **4.2 Grade 1 Associate Genetic Counsellor And Genetic Counsellor Certified In a Specialty Area**

- 4.2.1 A Grade 1 Counsellor will be expected to perform fundamental/basic genetic counselling activities. Policy, precedent, professional standards and expertise will guide these activities. The Grade 1 Counsellor has ready access to the guidance of both a HGSA certified Genetic Counsellor and medical geneticist, and works under their supervision.

4.2.2 A Grade 1 Counsellor has (or is eligible for) Part 1 certification. Grade 1 may include a Genetic Counsellor who has Part 2 certification in a specialty area, where that specialty training is of a minimum duration of one year.

4.2.3 The following are the entry points for employment of a Grade 1 Genetic Counsellor:

- (a) Genetic Counsellor Grade 1 Year 1 - Part 1 HGSA certification in genetic counselling and no relevant work experience.
- (b) Genetic counsellor Grade 1 Year 2 - Part 1 HGSA certification in genetic counselling and some relevant work experience or a Masters in a relevant discipline. Provided that the holder of a relevant Masters qualification will not be entitled to be paid the Masters Higher Qualifications Allowance until the second year of their employment.
- (c) Genetic Counsellor Grade 1 Year 3 - Part 1 HGSA certification in genetic counselling and significant relevant work experience or a PhD in a relevant discipline. Provided that the holder of a relevant doctoral qualification will not be entitled to be paid the Doctoral Higher Qualifications Allowance until the second year of their employment.

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

4.3.1 A Grade 2 Counsellor will be expected to perform the work of a Grade 1 Counsellor but with a greater degree of depth, complexity and autonomy. The Grade 2 Counsellor takes responsibility, in the context of a genetic team, for the management of more complex cases with respect to genetic issues, and may provide workplace supervision to a Grade 1 Counsellor. They are expected to contribute to the direction of the service. Policy, precedent, professional standards, and expertise will guide these activities.

4.3.2 The Grade 2 Counsellor participates in the development and definition of policy and procedure in conjunction with team members. A Grade 2 counsellor requires routine supervision to general direction, depending on tasks involved and experience.

4.3.3 A Grade 2 Counsellor has a minimum of HGSA Part 1 certification and at least one year experience as a Grade 1 Counsellor (ie previous work experience in genetic counselling).

### **4.4 Grade 3 Certified Genetic Counsellor**

4.4.1 A Grade 3 Counsellor is a HGSA certified genetic counsellor. They are expected to perform higher-level genetic counselling activities and make a contribution to the development of both the service and the development of other genetic counselling professionals. A Grade 3 Counsellor is expected to make significant contributions to the clinical activities of the health service and play a major role in professional activities, quality assurance and/or research.

4.4.2 Entry level to Grade 3 is contingent upon the Counsellor having Part 2 certification in genetic counselling, provided that in the case of a Part 2 (specialised) certification the counsellor is working in that area of specialisation.

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

### **4.5 Grade 4 Certified Genetic Counsellor**

4.5.1 Grade 4A. A Grade 4A Counsellor is a HGSA certified Genetic Counsellor. They are expected to make a significant contribution to the management and development of a service area, and make a significant contribution to the clinical activities of the health service, within the employing organisation. They are expected to play a major role in professional activities including education and supervision, quality assurance and/or research. A Grade 4A Counsellor is expected to perform the work of a Grade 3



Counsellor to a more complex/sophisticated level and to participate to a greater extent in genetic counselling professional activities, and in activities relating to service management, development or delivery.

4.5.2 Grade 4B. A Grade 4B counsellor, in addition to the duties employed by a Grade 4A Counsellor, will be expected to manage a complex service area of the employing organisation.

#### **4.6 Grade 5 Senior Genetic Counsellor**

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

#### **4.7 Higher Qualifications Allowance**

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

- (a) Master of Health Science (Genetic Counselling), Master of Science (Genetics), Master of Social Work, Master of Psychology, Member of Human Genetics Society of Australia;
- (b) Doctor of Philosophy (Genetic Counselling, Genetics, Psychology, Social Work),

## **5. MEDICAL PHYSICISTS**

This clause should be read in conjunction with SCHEDULE B – RATES OF PAY AND ALLOWANCES.

This classification structure only applies to Medical Physicists employed by Austin Health, Barwon Health, Alfred Health, and Peter MacCallum Cancer Centre. Other health services may opt to use the classification structure or continue to use the medical scientist classification structure for their Medical Physicists.

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

5.1.1 The base qualification for entry into the Medical Physicists classification structure is a Bachelor of Applied Science or a Bachelor of Science with a Physics Major.

5.1.2 The following are the entry points for Medical Physicists:

- (a) Physicists: Medical Physicist Grade 1 Year 1 (Base);
- (b) Medical Physicist Grade 1 Year 2 (Honours);
- (c) Medical Physicist Grade 1 Year 3 (Masters)
- (d) Medical Physicist Grade 1 Year 5 (PhD);

5.1.3 This is a graduate entry level classification where the employee undertakes closely supervised practice whilst in training. Closely supervised practice means the maintenance of a close degree of oversight on all Medical Physics work undertaken.

5.1.4 The employee at this level would be mentored and guided to develop knowledge and understanding of the role, functions and duties of medical physicists with priority given to radiation safety and education.

5.1.5 The employee would commence post-graduate training.

5.1.6 Progression after two years at this level would be determined by completion of the course work component of the Masters' Degree and a performance assessment satisfactory to the chief of the Physics service.

5.1.7 Medical Physicist trainees will not be entitled to a higher qualifications allowance.

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

5.2.1 A Medical Physicist at this level performs work under general supervision within a defined scope of practice. "General supervision" means the maintenance of an adequate degree of oversight to ensure that the employee is fulfilling the duties and functions of a Medical Physicist at this level in a safe and proficient manner.

5.2.2 A defined scope of practice' means having an adequate span of theoretical and practical experience in medical physics equipment and its clinical application, quality assurance and safety as well as radiation safety.

5.2.3 The Medical Physicist at this level would have completed the course work component of the Masters' Degree and have passed a performance assessment made by the Medical Physics Manager.

5.2.4 The Medical Physicist would be developing more mature medical physics knowledge, and acquiring more advanced skills and competencies than at the Grade 1 level. The Medical Physicist would take increasing responsibility for specific tasks while working under established directions or protocols. The Medical Physicist would be expected to exercise individual judgement and initiative and be able to discuss principles, techniques and methods with other specialists in an informed and knowledgeable manner.

5.2.5 A Medical Physicist at Grade 2 does not supervise Grade 1 Medical Physicists.

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

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

5.3.1 May supervise Grade 1 & 2 medical physicists and students and be responsible for a component part of a program or modality.

5.3.2 Has knowledge, skills and experience across a range of medical physicists' responsibilities to be able to work with minimal supervision. Minimal supervision includes working alone at times or with periodic supervision.

5.3.3 Makes responsible decisions on matters assigned, including the implementation of medical physics standards and procedures.

5.3.4 Has sound technical and communication skills enabling the Medical Physicist to communicate effectively with non specialists, students and professionals in related disciplines.

5.3.5 Makes original contributions or applies new medical physics approaches and techniques to the clinical service, facilities and equipment.

5.3.6 Makes recommendations that are scientifically or technically accurate and feasible.

5.3.7 Has a demonstrated capacity to work to the overall objectives of the health service as directed, in cooperation with other professionals and staff within the health service.

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

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

5.4.1 Outlines and assigns work, reviews it for scientific and technical accuracy and adequacy, and may plan, direct, coordinate and supervise the work of other professional and technical staff.

5.4.2 Makes original contributions or applies new medical physics approaches and techniques to the clinical service, facilities and equipment.

5.4.3 Commissions new equipment (including testing) and develops appropriate technical and administrative procedures.

5.4.4 Consults, recommends and advises in multiple areas of the medical physics specialty.

5.4.5 Reviews the value of programs in relation to the medical objectives and priorities of the health service.

5.4.6 Deals with problems for which it is necessary to modify established practices and devise innovative approaches.

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

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

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

- 5.5.1 Works in a specialty requiring independence.
- 5.5.2 Initiates/participates in the planning and provision of specialised systems/facilities/functions.
- 5.5.3 Provides technical and scientific advice to management.
- 5.5.4 Responsibility for product or program development.
- 5.5.5 Coordinates a number of work programs.
- 5.5.6 Directs/advises on correct use of equipment/materials.
- 5.5.7 Makes recommendations on large expenditures.
- 5.5.8 May supervise a group or groups including Senior Medical Physicists and other staff, or exercise authority and scientific control over a group of professional staff.

## **5.6 Principal Medical Physicist**

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

- 5.6.1 Performs medical physics work in the speciality involving considerable independence in approach, demanding a considerable degree of originality, ingenuity and judgement.
- 5.6.2 Has a high level of specialist knowledge of more than one area of medical physics.
- 5.6.3 Has a scientific reputation of a high order demonstrated by the publication of articles in their speciality and is recognised as such by their professional peers.
- 5.6.4 Initiates or participates in short-range or long-range planning issues.
- 5.6.5 Provides specialised medical physics systems, facilities and functions.
- 5.6.6 Directs or advises on the correct and safe use of equipment and materials.
- 5.6.7 Makes responsible decisions to direct courses of action necessary to expedite the successful accomplishment of assigned projects.
- 5.6.8 Supervises a group or groups including senior Medical Physicists and other staff, or exercises authority and scientific control over a group of professional staff in both instances involved in complex non radiotherapy medical physics applications.

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

- 5.7.1 Responsible for the management of a number of Medical Physicists in a limited area of cancer treatment.
- 5.7.2 Participates in short-range or long-range planning issues and makes independent decisions on medical physics policies and procedures within an overall program.

5.7.3 May be involved in taking a detailed technical and scientific responsibility for a product or program development.

5.7.4 Coordinates work programs.

### **5.8 Medical Physics Manager Level 1**

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

5.8.2 Participates in short-range or long-range planning issues and makes independent decisions on medical physics policies and procedures within an overall program.

5.8.3 Responsible for one or more satellite centres or a multi campus service.

5.8.4 May be involved in taking a detailed technical and scientific responsibility for a product or program development.

5.8.5 Coordinates work programs.

### **5.9 Medical Physics Assistant Manager**

5.9.1 Responsible for supporting the manager in charge of all Medical Physicists across all modalities of treatment in a large cancer service with a number satellite services and a multi campus cancer treatment service.

5.9.2 Level of technical skills, organisational and interpersonal competence of a high standard to assume the role of manager in the manager's absence.

### **5.10 Medical Physics Manager Level 2**

5.10.1 Responsible for the management of all Medical Physicists across all modalities of treatment in a large cancer service with a number of satellite services and a multi campus cancer treatment service.

5.10.2 A Medical Physicist who is designated as the Radiation Safety Officer (RSO) shall be classified at a minimum at the Grade 4 level.

5.10.3 A Radiation Safety Officer Allowance is payable only to an employee fulfilling the role of RSO at the Grade 4 level. The allowance is 5% of the rate of pay specified for the classification and year level under which the employee is engaged as set out in SCHEDULE B and is payable in respect of periods of paid leave.

### **5.11 Higher Qualifications Allowance**

5.11.1 Where a medical physicist has a higher qualification they shall be paid, in addition to the rates of pay prescribed in the appropriate clause, the following:

- (a) for a recognised Graduate Certificate in Physics, or recognised equivalent, the sum of 4% of the base rate as defined in SCHEDULE B;
- (b) for Graduate Diploma in Physics, or Graduate Diploma in Health Administration or other recognised equivalent qualification, the sum of 6.5% of the base rate;
- (c) for Master of Science, Master of Physics, Master of Medical and Health Physic, Membership of the Australian Institute of Physics. provided however that the qualification is awarded on the basis of assessment in a health-related discipline or the employee has been employed as a Physicist for a minimum of three years, or other recognised equivalent degree or qualification from a tertiary institution the sum of 7.5% of the base rate;

- (d) for Doctor of Science, Doctor of Physics, Fellowship of the Australian Institute of Physics provided however that the qualification is awarded on the basis of assessment in a health-related discipline or the employee has been employed as a Physicist for a minimum of three years, Doctor of Philosophy or other recognised equivalent qualification, the sum of 10% of the base rate.

5.11.2 Such allowance shall not be cumulative in the case of multiple higher qualifications. The base rate of pay for the purposes of this clause shall be Medical Physicists Grade 1 Year 1.

## 6. MEDICAL SCIENTISTS

This clause should be read in conjunction with SCHEDULE B – RATES OF PAY AND ALLOWANCES.

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

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

### 6.2 Scientist - Grade I

6.2.1 For the purposes of this clause: the “1st year of experience after qualification” shall be deemed to commence on the 1st day of January in the year following the year during which the Scientist presented for final examination which, if successful, would entitle the Scientist to the degree of Bachelor of Science or Bachelor of Applied Science.

6.2.2 Where a Scientist was required to attend a supplementary examination, such Scientist shall, if successful, be deemed to have passed the final examination in the year during which such final examination was held.

6.2.3 Where a Scientist grade I-1st year of experience after qualification commences employment during the first year after qualification, such Scientist shall be advanced to the classification Scientist grade I-2nd year of experience after qualification, as from the 1st day of January in the next succeeding year.

6.2.4 Provided that:

- (a) a Scientist who holds or is qualified to hold the degree of Bachelor of Applied Science Honours or Bachelor of Science Honours (4-year course) shall be entitled to be classified as a “Scientist - grade I, 2nd year of experience after qualification”; and,
- (b) a Scientist who holds or is qualified to hold the degree of Master of Applied Science or Master of Science shall be entitled to be classified as a “Scientist - grade I, 3rd year of experience after qualification”, provided further that a Scientist so classified shall not be entitled to the higher qualification payment prescribed in sub clause 6.14.1 of this schedule for a further period of two years; and,
- (c) a Scientist who is a Fellow of the Australian Institute of Medical Scientists or is qualified to hold a degree of Doctor of Philosophy shall be entitled to be classified as a “Scientist - grade I, 5th year of experience after qualification”, provided further that a Scientist so classified shall not be entitled to the higher qualification payment prescribed in 6.14.1 for a further period of two years; and,
- (d) a sole Scientist, i.e. a Scientist who is the only Scientist employed in a department, shall be paid at the rate of 5% of the Scientist - grade I (1st year of experience rate) in addition to the appropriate rate applicable to a Scientist - grade I.

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

6.3.1 Is a Scientist appointed to this grade and/or who:

- (a) supervises the scientific work in a class 1 department or section; or
- (b) is employed on work which requires special knowledge or depth of experience, and/or requires the application of a level of performance worthy of additional remuneration; or
- (c) is a deputy to a grade III Scientist who is in charge of a class 2 department or section.

6.3.2 Provided that a “Scientist grade I-7th year of experience and thereafter” appointed to this grade shall be paid at the “Scientist grade II-2nd year after appointment” rate.

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

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

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



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

## **6.5 Split Duties**

- 6.5.1 Where a Grade 1 or 2 scientist meets the criteria in 6.4.1(e) (Clinical Trials Co-Ordinator) for part of their contracted hours, they shall be paid for all clinical trial duties at a Grade 3 rate of pay.
- (a) At the time of engagement or creation of the split duties position, whichever is the earlier, the Employer and the employee who is to be subject to this sub clause shall agree in writing on the following matters: a regular pattern of work specifying the hours and/or days which will be spent on the clinical trial duties and/or the dates on which the trial will begin and end and the Grade 3 increment on which they will commence. Any change to this regular pattern of work shall be recorded in writing.
- (b) Where a scientist meets the requirements of sub clause 6.4.1(e) for more than 12 months they shall be entitled to move through the Grade 3 increments on an annual basis as prescribed by sub clause 39 of this Agreement.
- (c) Any entitlements in this Agreement which are based on the employee's rate of pay shall be paid according to the time fraction which the employee worked on Grade 2 and Grade 3 duties. For example, if the employee works 0.5 of their rostered hours on Grade 3 clinical trial duties and 0.5 on Grade 2 duties, their entitlement shall be paid as 50% at the applicable Grade 2 rate and 50% at the applicable Grade 3 rate.
- (d) During the period of the split duties, the employee shall be entitled to be paid leave entitlements according to the rate of pay which would have applied had they been on duty on the days for which leave is being taken.

## 6.6 Scientist - Grade 4

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

- (a) a scientist with at least ten years experience, utilising advanced and specialised professional knowledge and experience; or
- (b) is responsible for the organisation and supervision of the scientific work of a class 3 Department or section; or
- (c) is a Clinical Trials Manager (however titled) who is responsible for the overall management and operation of clinical trials within a clinical laboratory or department or pathology service, where the pathology service provides trial protocol related services.. The parameters of this position include the following as applicable;
  - strategic business development
  - development, writing and introduction of policy, procedures and protocols,
  - project management
  - obtaining and/or acquitting funding,
  - preparing and processing contracts or laboratory service agreements,
  - preparing quotes and tenders for services for commercial and non commercial clinical trials,
  - development of record and/or data management systems for clinical trials,
  - human resource management, and /or
  - management of submissions to ethics committees; or;
- (d) is a Quality Manager (however titled) who is responsible for the overall management of a pathology or other scientific service's quality system established in accordance with policy and regulatory requirements. The parameters of this position include the following:
  - ensuring the service meets and complies with regulatory requirements for accreditation
  - establishing policy in relation to quality matters for a pathology or other scientific service;
  - responsibility for system and audit program development and implementation
  - management of documentation and records systems
  - management of internal and external quality issues ; or
- (e) is an Information Technology Manager (however titled) who is responsible for, strategic planning, development and management of information technology systems for a pathology laboratory or other scientific services. This role shall include management of billing systems where applicable. The parameters of this position include the following:
  - overall responsibility for system operation, access and security;
  - responsibility for system evaluation and implementation

- overall responsibility for training protocols and programs for staff; or
- (f) is a scientist who is responsible for the maintenance of a blood banking system across a multi-campus health service where there are 2 or more operating blood banking laboratories; or
- (g) is the minimum classification for a scientist responsible for the day to day, on-site management and supervision of a branch laboratory of a multi-campus/networked pathology service, with a total of more than 3.5 scientist EFT including the supervising scientist; or
- (h) is the minimum classification for a scientist who is responsible for the day to day management of a neuro-science, sleep and/or respiratory laboratory in a teaching hospital, which deals with high levels of clinical complexity. Parameters of this position may include some of the following: having overall responsibility for maintaining the quality of testing and the accuracy of reports to medical practitioners and being responsible for policy development and budgets.

## **6.7 Scientist Grade 5**

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

## **6.8 Principal Scientist**

6.8.1 A scientist with more than 10 years experience who is a recognized discipline leader within their health service. Possesses higher level interpretative and scientific skills and is responsible for management of their department. This includes managing the budget of their department, human resources (including but not limited to staff recruitment and training) and has overall scientific responsibility for their department including ensuring that their department meets NATA requirements.

6.8.2 Indicators of this position may include either relevant post graduate qualifications (or progress towards the same) and/or being, or having been, a NATA assessor.

6.8.3 The senior scientist in each of the following departments shall be graded as a Principal Scientist:

- Alfred Health Haematology Department
- Alfred Health Anatomical Pathology Department
- Alfred Health Microbiology Department
- Alfred Health Biochemistry Department
- Austin Health Haematology Department
- Austin Health Microbiology Department
- Austin Health Biochemistry Department
- Austin Health Anatomical Pathology Department
- Eastern Health Anatomical Pathology Department

- Eastern Health Microbiology Department
- Eastern Health Core Laboratory
- Peter MacCallum Cancer Centre Anatomical Pathology Department;
- Peter MacCallum Cancer Centre Haematology Department;
- Peter MacCallum Cancer Centre Molecular Pathology Department;
- Royal Children’s Hospital Haematology Department;
- Royal Children’s Hospital Anatomical Pathology Department;
- Royal Children’s Hospital Microbiology Department
- Royal Children’s Hospital Biochemistry Department
- Royal Melbourne Hospital Haematology Department;
- Royal Melbourne Hospital Microbiology Department;
- Royal Melbourne Hospital Anatomical Pathology Department
- Royal Melbourne Hospital Biochemistry Department
- Southern Health Anatomical Pathology Department
- Southern Health Microbiology Department
- Southern Health Biochemistry Department
- Southern Health Haematology Department
- St.Vincent’s Hospital Biochemistry Department;
- St.Vincent’ s Hospital Haematology Department;
- St.Vincent’s Hospital Microbiology Department.
- St.Vincent’s Hospital Anatomical Pathology Department

6.8.4 This list may be varied by the Medical Scientists Classification Review Committee as specified in sub clause 6.13 of this schedule and shall be subject to ratification by FWC.

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

6.9.1 Is a Scientist who is:

- (a) appointed a Deputy Director, Operations Manager or Business Manager of a scientific department in a teaching hospital (as defined); or
- (b) appointed to relieve the Medical Deputy Director of a department in a teaching hospital (as defined), and who assumes the same responsibilities as the Medical Deputy Director as a result of such appointment for a period exceeding four weeks; or

- (c) appointed as acting Deputy Director to a scientist Director pursuant to clause 42 (Higher Duties) of this Agreement.

#### **6.10 Director (Scientist)**

6.10.1 Is a senior Scientist who is appointed as Director of a scientific or diagnostic Department (however titled) in a health service. A Director (Scientist) shall:

- (a) have not less than the equivalent of 10 years full-time experience as a medical scientist;
- (b) be an expert in one or more scientific disciplines; and
- (c) hold a Doctor of Philosophy or Doctor of Science in a field related to their discipline; or
- (d) hold a Fellowship of any of the following professional organisations: the Australasian Association of Clinical Biochemists, the Australian Institute of Medical Scientists or the Australian Society for Microbiology (medical/clinical microbiology); or
- (e) hold a Fellowship of the Human Genetics Society of Australia; or
- (f) be a Fellow of the Royal College of Pathologists; or
- (g) hold an equivalent qualification to any of those referred to in sub-clauses (c) to (f) above.

6.10.2 The Director of shall be responsible for the direction and control of the scientific or diagnostic department

6.10.3 Where a Scientist is appointed to relieve the Medical Director of the Department, and who assumes the same responsibilities as the Medical Director as a result of such appointment for a period of five or more consecutive days, the Scientist shall be paid at the Director (Scientist) rate of pay for the period they are so appointed.

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

6.11.1 The following definitions are to be read in conjunction with the Agreement classification standards.

6.11.2 A Department/Section is to be determined by the following specific weighting factors formula.

6.11.3 The first factor is based on fixed annual salaries, as at 31 December 1989, for each classification divided by 1000. The annual salary is to be exclusive of overtime and any ancillary payments.

- (a) The points for each classification are as follows:
  - grade 4 = 52.88
  - grade 3 = 44.68
  - grade 2 = 37.60
  - grade 1 = 32.08
  - trainee = 21.18
- (b) other classifications such as technicians (23.72) nursing, short term, part-time and ancillary staff (points determined as above) may also be included at the discretion of the parties on individual merit criteria;

- (c) reporting relationships vary markedly from institution to institution and in some cases have a bearing on the resultant classification of the Scientist in question on direct accountability grounds;
- (d) in respect of staff working afternoon, night and/or weekend rosters, the points are to be allocated to the Scientist responsible for their diagnostic supervision. Staff working on rotation (daily, weekly or monthly in different areas) are to be allocated points on a pro rata basis mutually agreed between the persons in charge of the respective areas in which they work and to whom they are responsible. Evidentiary material may be required in the event of a contested application for reclassification.

6.11.4 The second factor is the aspect of “final responsibility” of the Scientist in question. The criteria for the application of 100 points for this responsibility are:

- (a) the Scientist is a NATA approved signatory; or
- (b) there is no more senior scientific specialist on site; or
- (c) there is no clinical specialist on site.

6.11.5 The third factor to be applied is to recognise organisational complexity. The term Unit (which attracts 40 points) is prescriptive in terms of the organisational entity due to the varied usage of the terminology (department, section or unit). This is to ensure a universally applied approach irrespective of local terminology.

6.11.6 Each ‘Unit’ supervised or for which responsibility is taken attracts 40 points and for the purposes of this clause includes Andrology, Biochemistry, Blood Banking, Cardiology, Cardio-Vascular Perfusion, Clinical Pharmacology, Cytogenetics, Cytology, Embryology, Endocrinology, Gastroenterology, Haematology, Histopathology, IVF Sciences, Immunology, Intensive Care, Lung Function, Medical Physics, Microbiology, Neuropathology, Neurophysiology, Physical Sciences, Renal Dialysis, Renal Unit, Tissue Typing, Vascular Unit or Virology.

6.11.7 The term Section is applied to other specific areas, other than the abovementioned and is recognised as a single entity in its own right, and will attract twenty points.

6.11.8 The fourth factor is whether or not the institution in which the Scientist is an employee is a teaching hospital. If so a further 100 points is added to the final score.

6.11.9 Final Scores:

- Class 1 Department/unit/section - <200 points;
- Class 2 Department/unit/section - 200 to <480 points;
- Class 3 Department/unit/section - 480 points or more.

6.11.10 The above points may be amended or varied, in whole or part, from time to time by agreement of the Employer and the Union and may only be amended or varied via a hearing of FWC convened for that purpose.

## **6.12 Medical Scientists Working Party**

6.12.1 The Medical Scientists Working Party shall comprise equal representation from Employer and employee parties to this Agreement.

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

### **6.13 Medical Scientists Classification Review Committee**

- 6.13.1 This committee will process applications for reclassification based on the merit criteria as per this Agreement. This Committee shall comprise equal representation from Employer and employee parties to this Agreement.
- 6.13.2 Alternative provisions to those specified in sub-clause 6.13.1 above apply to Alfred Health and are specified in SCHEDULE D.
- 6.13.3 The merit advancement system does not apply to Medical Physicists.

### **6.14 Medical Scientists – Higher Qualifications Allowance**

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

6.14.2 Such allowance shall not be cumulative in the case of multiple higher qualifications.

6.14.3 The base rates of pay for the purposes of this clause shall be Medical Scientist Grade 1, Year 3.



## **7. PHARMACISTS**

This clause should be read in conjunction with SCHEDULE B – RATES OF PAY AND ALLOWANCES.

### **7.1 Student Pharmacist**

A student Pharmacist, as defined in clause 6.17 of this Agreement shall be paid at the rate of 27% of the rate prescribed for the “Pharmacist grade I - 1st year of experience after registration”.

### **7.2 Pharmacist Intern**

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

### **7.3 Pharmacist Grade 1**

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

### **7.4 Pharmacist Grade 2**

7.4.1 Is a Pharmacist who is appointed to this grade and/or who is entitled to be classified at the same or at a higher rate than, a “Pharmacist Grade 1 – 2<sup>nd</sup> year of experience after registration and who has additional responsibilities; or

7.4.2 Is employed on work which requires specialist knowledge or depth of experience and/or requires the application of a level of performance worthy of additional remuneration. Specialist areas relevant to this classification may include, oncology, specialised manufacturing, drug information, clinical trials, or areas of equivalent nature.

7.4.3 Indicators of this position may include:

- Representing pharmacy and/or the health service on relevant committees & working groups; or
- Ability to act as a point of reference within area of specialisation; or
- Demonstrated commitment to further education undertaking Graduate Certificate or Diploma of Clinical Pharmacy; or
- Participation in the organisation, development and/or delivery of department education programs for pharmacy students, pre-registrants or pharmacy technicians; or
- Involvement in research and/or quality projects; or
- Contribution to the publication of service improvement projects; or
- Demonstrated commitment to development of the profession by involvement in pharmacy organisations at a committee engagement level.

7.4.3 Provided that a Pharmacist Grade 1, Year 6 of experience and thereafter appointed to this grade shall be paid at the Pharmacist Grade 2, Year 2 rate of pay.

## **7.5 Pharmacist Grade 3**

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

- Is responsible for the management of a discrete function within a pharmacy. Examples of this may include clinical trials, drug information, drug usage evaluation, quality use of medicines; or
- Supervises Grade 1 or 2 pharmacists; or,
- Ensures that legal requirements, accreditation standards and relevant guidelines within their area of responsibility are implemented and adhered to; or
- Has been qualified (as defined) for at least eight years and/or is engaged on specialised pharmacy work or work of a research or developmental nature; or
- Has the ability to act in charge of the pharmacy department when required.

7.5.2 Indicators of this position may include:

- Demonstrated leadership role within the clinical team; or
- Minimum of three years experience in specialist area of practice; or
- Provides advice to the Director of Pharmacy on matters relating to clinical pharmacy or their area of responsibility; or
- Has higher academic achievements. Elements which will be considered are the attainment of a higher qualification as prescribed by sub clause 7.10 of this schedule or an equivalent clinical qualification.
- Is responsible for training program and activities for staff in relevant clinical areas; or
- Participates in external education programs; or
- Has an ongoing and active involvement in research and/or quality improvement (either directly or as a supervisor); or
- Delivers post-graduate clinical education.

## **7.6 Pharmacist in Charge**

7.6.1 Is a Pharmacist who

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

## **7.7 Pharmacist Grade 4**

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

- is a Deputy Director of a Pharmacy Gp 2 or 3 provided that the minimum classification for a Deputy Director Gp 2 shall be Pharmacist Grade 4 Yr 5; or
- is a Director of a Group 4 pharmacy provided that the minimum rate for this position shall be Pharmacist Grade 4 Yr 5; or
- manages a campus pharmacy within a networked health service; or,
- supervises Grade 3 Pharmacists; or,
- is a pharmacist with at least 10 years postgraduate experience and/or, who possesses specific knowledge in the profession and works in an area(s) that requires high levels of specialist knowledge The parameters of the role of a Senior Clinician include some of the following: a consultative role, lecturing in the area of their clinical speciality, teaching undergraduates and/or post-graduate students and providing education to staff from other disciplines.

7.7.2 There shall be one Deputy Director in each Group 2 and 3 pharmacy. In addition there shall be one Deputy Director in each of the following health services: Ballarat Health Service, Central Gippsland Health Service, North East Health Wangaratta, South West Health Care, Goulburn Valley Base Hospital.

7.7.3 Indicators of this position may include:

- have a high standing in the pharmacy profession based on some or all of the following criteria: qualifications, awards; past appointments; publications; membership of committees and of professional organisations; consultancies; research grants in which the applicant is the principal or associate investigator, teaching appointments/commitments; or.
- have responsibility for extensive research or practice development demonstrated through research publications and being a major initiator of funding applications.

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

7.8.1 Is a Pharmacist who is appointed a Deputy Director or Operations Manager (however titled) of a Group 1 pharmacy. in a teaching hospital (as defined)

7.8.2 There shall be two Deputy Directors in each Group 1 pharmacy.

## **7.9 Director**

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

## **7.10 Pharmacists – Higher Qualifications Allowance**

7.10.1 Where a Pharmacist has a higher qualification they shall be paid, in addition to the rates of pay prescribed in the appropriate clause, the following:

- (a) Graduate Certificate in a field of pharmacy, or other recognised equivalent degree, the sum of 4% of the base rate as defined;
- (b) for the Fellowship Diploma in the Society of Hospital Pharmacists, the Graduate Diploma in Hospital Pharmacy, Graduate Diploma in Clinical Pharmacy, Post Graduate Diploma in Health Science Administration, Graduate Diploma in Epidemiology, or the, or other recognised equivalent qualification, the sum of 6.5% of the base rate as defined;
- (c) for the Master of Pharmacy, Master of Science Pharmacology, or other recognised degree or diploma from a tertiary institution, the sum of 7.5% of the base rate as defined;

- (d) for the degree of Doctor of Pharmacy or other recognised equivalent Degree or qualification from a tertiary institution, the sum of 10% of the base rate as defined.

7.10.2 Such allowance shall not be cumulative in the case of multiple higher qualifications.

7.10.3 The base rate of pay for the purpose of this clause shall be Pharmacist Grade 1, Year 2.

### **7.11 Grouping of Pharmacy Departments**

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

#### **PHARMACY DEPARTMENT GROUPINGS**

##### **GROUP 1**

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

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

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

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

##### **GROUP 2**

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

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

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

Barwon Health (including Geelong Hospital and McKellar Centre)

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

The Royal Children's Hospital

Peter MacCallum Cancer Institute

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

##### **GROUP 3**

LaTrobe Regional Hospital

The Royal Women's Hospital

Royal Victorian Eye and Ear Hospital

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

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

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

##### **GROUP 4**

Goulburn Valley Base Hospital

Central Gippsland Health Service

North East Health Wangaratta

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

Wimmera Health Care Group (including Wimmera Base Hospital)

Mildura Base Hospital  
East Gippsland Health Services  
Albury Wodonga Health – Wodonga Campus  
Echuca Regional Health

#### **GROUP 5**

Western District Health Service (including Hamilton Base Hospital, Penshurst & District Health Service and Coleraine District Health Services)  
Calvary Healthcare - Bethlehem  
Castlemaine Health (Mt. Alexander Hospital)  
Colac Area Health (including Colac District Hospital and Birregurra & District Community Hospital)  
Swan Hill District Health

#### **SOLE PHARMACIST OR PHARMACIST-IN-CHARGE**

Portland District Health  
Djerriwarrh Health Services  
Bass Coast Regional Health (including Wonthaggi and District Hospital)  
East Grampians Health Service (including Ararat and District Hospital and Willaura Hospital)  
Stawell Regional Health  
West Wimmera Health Service (including Nhill Hospital)  
Kyneton District Health Service  
Benalla and District Memorial Hospital  
Maryborough District Health Service  
Alexandra District Hospital  
Beechworth Health Service  
Lyndoch Warrnambool Inc  
Yarrawonga District Health Service (including Yarrawonga Hospital)

#### **GROUPING CRITERIA**

##### **Group 1:**

Over 60 EFT\*; and  
State Referral Centre; and  
Multiple sites; and  
Specialty and high level critical care units (SHPA Category 5 and 6)

##### **Group 2:**

Over 20 EFT\*; and  
Specialty and high level critical care units (SHPA Category 5 and 6); and  
At least three general hospital sites; or  
State Referral Centre; or  
A specialist hospital

##### **Group 3:**

Over 7.5 EFT\*; and  
State Referral Centre; or  
A specialist hospital; or  
Regional base hospital; or  
Containing medical and surgical units (SHPA Category 3 and 4 as defined)

##### **Group 4:**

Over 2.5 EFT\*; and  
Has a Director of Pharmacy

**Group 5:**

1 -2.5 EFT\*  
Has a Director of Pharmacy

**Pharmacist in Charge**

Sole pharmacist or pharmacist-in-charge; or  
Less than 1 EFT

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

**7.12 Applications for Regrouping Of Pharmacy Departments**

7.12.1 The Union may apply to a health service for re-grouping of a pharmacy department according to the criteria in clause 7.11 to this schedule.

7.12.2 Should no agreement be reached between the Union and the health service over the claim for re-grouping, application may be made to FWC for resolution of the dispute under sub-clause 9.6 (Dispute Settling Procedures) of this Agreement,

7.12.3 The health service shall apply any recommendation or determination of FWC from the date of the Union's original application.

## **8. PSYCHOLOGISTS**

This clause should be read in conjunction with SCHEDULE B – RATES OF PAY AND ALLOWANCES.

### **8.1 Provisional Psychologist (Grade 1)**

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

### **8.2 Psychologist Grade 2**

- 8.2.1 Is a person who is registered as a Psychologist with the PBA, engaged in psychological practice, complying with the code of ethics and legal requirements of the psychology profession. Positions at this level are entry level psychologist positions.
- 8.2.2 A Psychologist Grade 2 shall be provided with regular professional supervision by a psychologist Grade 3 or above. Where there is no Psychologist Grade 3 or above employed in the service, external supervision shall be provided.
- 8.2.3 For the purposes of gaining specialist endorsement from the PBA, a Psychologist Grade 2 who holds a higher degree in clinical psychology or clinical neuropsychology pursuant to sub clauses 8.6.1(c) or (d) of this schedule shall be provided with professional supervision from a Psychologist Grade 3 or above that meets the requirements of the PBA.
- 8.2.4 A Psychologist Grade 2 does not provide professional supervision to other Psychologists including Provisionally Registered Psychologists and/or post-graduate students on placement except for secondary supervision of provisionally registered psychologists as referred to in sub clause 8.1.3 above.
- 8.2.5 Where Masters or Doctoral students are on observational placement, they may observe the practice of a Psychologist Grade 2.

### **8.3 Psychologist Grade 3**

- 8.3.1 Is a person who is registered as a Psychologist with the PBA with a minimum of five years professional experience as a Psychologist Grade 2 (or equivalent), complies with the code of ethics and legal requirements of the psychology profession. May supervise Masters or Doctoral students with provisional registration who are on placement in a health service.
- 8.3.2 Only psychologists who are endorsed by the PBA to practice as clinical psychologists, forensic psychologists or clinical neuropsychologists shall be employed at this level or above in mental health services. Provided that psychologists employed in mental health services as at 1/1/11 shall be

exempted from this sub-clause. Where the employee is undertaking study to achieve PBA endorsement as a clinical psychologist working in mental health they can apply for study leave under this Agreement.

8.3.3 In addition, a Psychologist Grade 3 shall meet one of the criteria prescribed below.

- (a) Is engaged on psychological work requiring advanced knowledge and skills. Indicators of advanced knowledge and skills include having responsibility for complex clinical cases, providing secondary consultation; and responsibility for the professional supervision of other psychologists. At this level the psychologist contributes to the evaluation and analysis of guidelines, policies and procedures applicable to their clinical/professional work and may be required to contribute to the supervision of Masters or Doctoral students.
- (b) Is responsible for implementing clinical research projects, or pilot projects associated with service development, including data collection and analysis.
- (c) Is the only psychologist employed by the Employer.
- (d) Is responsible for the supervision of other psychologists and meets the following criteria:
  - implements and ensures that the work of the Psychologists complies with the planning and policy framework of the health service. And
  - is responsible for the quality improvement activities of the other Psychologists;
  - may have some responsibility for day to day administration.

8.3.4 A Psychologist Grade 3 shall be provided with regular professional supervision by a Psychologist Grade 4 or above. Where there is no Psychologist Grade 4 or above employed in the service, external supervision shall be provided

#### **8.4 Psychologist Grade 4**

8.4.1 Is a person who may be required to provide supervision and training to other psychologists (i.e. to Psychologists Grades 1, and/or 2 and/or 3) in specialist psychological skills ensuring the compliance of others with the code of ethics and legal requirements of the psychology profession, and may provide secondary consultation, supervision and debriefing to other health professionals.

8.4.2 A Psychologist Grade 4 is a senior psychologist who, in addition to meeting the requirements of sub clause 8.3.1 above meets the criteria prescribed by either sub clause (a), (b), (c), or (d) below.

- (a) Is a leader of a professional team responsible for the clinical/professional leadership and/or administration of a unit, or a group of psychologists and/or other health professionals including but not limited to aged care, adult mental health, child and adolescent mental health, clinical neuropsychology and clinical liaison. Parameters of this position may include:
  - responsibility for a section or a number of sections of a service; and/or,
  - co-ordinating professional supervision of other psychologists; and/or,
  - co-ordinating the professional development of other psychologists; and/or,
  - providing professional expertise and advice internal and external to the organization on key issues of a psychological nature including service development; and/or,
  - involvement in staff recruitment and performance appraisal; and/or,



- responsibility for co-ordinating quality projects and risk management activities including verification of registration status and special endorsements of psychologists in the section or service; and/or,
- having some budget responsibilities.

(b) Is a senior clinician, with at least 10 years of experience as a registered psychologist, required to practice psychology with a high degree of initiative and depth of experience, or a clinical specialist in a specific area of psychology or mental health disorders;

- with expert knowledge of the methods, principles and practices of a specialist area of psychology or mental health disorders
- with clinical duties of a specialised nature requiring higher level knowledge and experience in a specific area of psychology
- providing consultation with other psychologists or with professional bodies and organisations regarding psychological services and/or development of policies and procedures in areas requiring specialist psychological knowledge.
- may liaise with university clinical educators

At this level a senior clinician is expected to hold specialist endorsement from the PBA.

(c) Is a principal researcher or project manager, responsible for the design, implementation and publication of clinical psychological research as an author or co-author. May be a major initiator of funding or required to acquit funding. May present research papers at professional conferences and seminars.

(d) In community health services is a senior psychologist (however titled) who manages and is responsible for a program/area including psychologists and/or other health professionals and/or other counselling staff.

## **8.5 Psychologist Grade 5**

8.5.1 Is a senior psychologist with more than 10 years experience, with demonstrated, highly developed leadership skills, extensive postgraduate, professional experience and recognized professional specialisation, and/or a management qualification with significant professional leadership experience.

8.5.2 A Psychologist Grade 5 heads a psychology service or program, and has extensive experience in the delivery of complex psychological services in a multi-campus and/or major metropolitan health service and/or is a recognised leader in a specialist field of psychology, with significant contributions to the body of psychological knowledge and professional practice, and/or the development and education of psychologists within the field.

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

(a) Clinical Leadership

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

(b) Teaching

Duties may include:

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

(c) Psychological Research

Indicators include:

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

(d) Administration/Management

Duties may include:

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

## **8.6 Psychologists – Higher Qualifications Allowance**

8.6.1 Where a psychologist has a higher qualification they shall be paid, in addition to the rates of pay prescribed in the appropriate clause, the following:

- (a) for Graduate Certificate in behavioural science or psychology, or other recognised equivalent qualification, the sum of 4% of the base rate as defined;
- (b) for Graduate Diploma in behavioural science or psychology, or other recognised equivalent qualification, the sum of 6.5% of the base rate as defined, provided that persons who hold the Graduate Diploma in Health Administration, Graduate Diploma in Behavioural Science or Graduate Diploma in Psychology or recognised equivalent qualifications who as at 26 June 2008 were entitled to payment of the Graduate Diploma Allowance, shall continue to be paid that allowance. Persons employed after 26 June 2008 who hold these qualifications shall not be entitled to the allowance.
- (c) for Master of Arts, Master of Science, Master of Psychology, Master of Business Administration, , membership of a College of the Australian Psychological Society, or any

recognised equivalent qualification from a tertiary institution or membership of a college/board, the sum of 7.5% of the base rate as defined;

- (d) for Doctor of Philosophy, Doctor of Science in behavioural science or psychology or other recognised equivalent qualification, the sum of 10% of the base rate as defined.

8.6.2 Such allowance shall not be cumulative in the case of multiple higher qualifications.

8.6.3 The base rate of pay for the purpose of this clause shall be Psychologist Grade 1, Year 3.

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

- 9.1 Provided that where an employee covered by this Agreement holds a Graduate Certificate, Graduate Diploma, Masters or Doctor of Philosophy in computing, information technology or management, or a Masters of Business Administration, or an equivalent qualification from a tertiary institution, and the qualification held is relevant to the work, or part of the work, which they are required to perform, they shall be paid, in addition to their salary, the following amount: Notwithstanding the above, subclause 8.6.1(c) of SCHEDULE C shall continue to prescribe entitlements for Psychologists who hold the degree of Master of Business Administration.
- 9.1.1 Graduate Certificate, the sum of 4% of the base rate as defined for the relevant classification;
- 9.1.2 Graduate Diploma, the sum of 6.5% of the base rate as defined for the relevant classification;
- 9.1.3 Masters Degree or Master of Business Administration, the sum of 7.5% of the base rate as defined for the relevant classification;
- 9.1.4 For Doctor of Philosophy or professional doctorate, the sum of 10% of the base rate as defined for the relevant classification.
- 9.1.5 Such allowance shall not be cumulative in the case of multiple higher qualifications. An employee shall be paid only the relevant higher qualifications allowance for the highest qualification held, and for which they are eligible.

**SCHEDULE D - ALFRED HEALTH GENERAL CONDITIONS**

**10. Incidence**

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

**11. Definitions**

The "Agreement" means the Public Health Sector (Medical Scientists, Pharmacists and Psychologists) Enterprise Agreement 2012-2016.

"Parties" means the Health Services Union and Alfred Health

**12. Arrangement**

<b>Clause Number</b>	<b>Subject matter</b>
10	Incidence
11	Definitions
12	Arrangement
13	Merit Criteria – Medical Scientists
14	Overtime
15	Roster Changes
16	Enhanced Leave Flexibility
17	Personal Leave
18	Occupational Health and Safety

**13. Merit Criteria – Medical Scientists**

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

**14. Overtime**

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

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

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### **15. Roster Changes**

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

Notwithstanding the provisions of clause 47 of the Agreement, the period of notice for roster changes at Alfred Health shall be 14 days.

### **16. Enhanced Leave Flexibility**

Clause 16(i) of this schedule shall operate in lieu of clauses 58.8.3a and b of the Agreement. Clause 16(ii) of this schedule shall operate in addition to all provisions of clause 53.

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

### **17. Personal Leave**

Clause 17(i) shall apply in lieu of 55.3.4 of the Agreement.

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

### **18. Occupational Health and Safety**

The provisions of this subclause shall be read and interpreted subject to the *Victorian Occupational Health and Safety Act 2004* (VIC). In the event of any inconsistency between the *Victorian Occupational Health and Safety Act 2004* (VIC), and the provisions of this clause, this Agreement shall prevail to the extent of any inconsistency.

The employer will maintain a system of agreed designated work groups with employees and their representatives which may include the Union. Elections for employee occupational health and safety representatives shall be conducted by the parties to this schedule. There shall be two health and safety representatives from the Alfred Hospital campus nominated to the Alfred Hospital Occupational Health and Safety Committee to represent areas in which employees covered by the schedule are employed. One shall represent the pathology departments, while the other will represent non-pathology departments. These representatives shall be

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nominated by employees from all the health and safety representatives selected from the Designated Work Groups who are covered by this schedule at the Alfred Hospital campus.

With respect to Caulfield Campus Occupational Health and Safety Committee, one health and safety representative shall be nominated by employees from the Designated Work Groups covered by this schedule at the Caulfield campus .

Occupational health and safety representatives shall be entitled to attend Alfred Health-approved, accredited courses on paid leave. Any reasonable course fees shall be paid by the employer.

## **SCHEDULE E - AUSTIN HEALTH ORGANISATION RESTRUCTURING AGREEMENT**

### **1. Contents**

Clause No.

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2. Incidence and Parties Bound
3. Definitions
4. Consultation
5. Employee Assistance
6. Redeployment
7. Salary Maintenance
8. Relocation
9. Employee Separation
10. Voluntary Departure Package
11. Health Service Separation Package

Attachment 1: Austin Health Organisational Restructuring Committee

### **2. Incidence and Parties Bound**

- 2.1 This schedule shall bind the HSU in respect of employees of Austin Health who are members or eligible to be members thereof including employees on return to work/rehabilitation program and fixed term temporary contracts.
- 2.2 Notwithstanding subclause 2.1, in the case of staff employed on fixed term temporary contracts, short term Casual employees, or staff employed on specific research projects funded from external sources, the provisions of this Agreement will apply only in regard to redeployment and relocation and only to the extent necessary to satisfy the terms of the particular temporary employment contract.
- 2.3 Nothing in this schedule shall be construed as conferring any obligation on the Health Service to extend or make permanent the employment of an employee whose employment would otherwise have ceased if the employee was not subject to the terms of this schedule.

### **3. Definitions**

“Base Rate of Pay” means the base rate prescribed for the employee’s substantive classification inclusive of HQA’s and RSOA but exclusive of any penalty and salary related allowances and overtime payments.

The “Agreement” means the Public Health Sector (Medical Scientists, Pharmacists and Psychologists) Enterprise Agreement 2012-2016.

“Ordinary Pay” means the wage or salary which an employee would normally receive including any regular allowances pursuant to the Agreement, which form part of the normal pay, inclusive of HQA’s and RSOA, but excluding overtime. This definition of “Ordinary Pay” shall be calculated on the average payments made over the preceding 12 months and be applicable to payments made under 7.1 (Salary Maintenance).

“Organisation Restructuring” refers to the permanent closure, merger, relocation or rationalisation of a department or service or other significant work unit.

“Permanent staff member” means an employee of Austin Health employed on an ongoing basis, other than temporary staff engaged on fixed term temporary contracts, or short term Casual employees.



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“Redeployment” occurs following the declaration of an employee’s position as surplus. It may occur as a result of the closure of the service/department or a reduction of the level of service required, or other restructuring initiative(s).

“Relocation” means the relocation of an employee’s current position, resulting from the permanent transfer of services, department mergers, or service rationalisation. (“Permanent” is defined as a period where the relocation could be expected to exceed 2 years). It would include relocation resulting from redeployment to another campus.

“Significant Effects” means organisation restructuring initiatives that result in:

- 3.1.1 redundancy, or major changes in the composition, operation or size of the workforce,
- 3.1.2 the restructuring of jobs and/or fundamental changes in the skills required,
- 3.1.3 the alteration of hours of work,
- 3.1.4 the need for redeployment and/or
- 3.1.5 transfer of employees to other work locations.

### **4. Consultation**

- 4.1 Where organisation restructuring is proposed, an organisation restructuring process shall be implemented to provide an adequate consultative process. This process shall involve employee representatives which may include the Union, and management representatives.
- 4.2 The terms of reference of the organisation restructuring committees shall be as follows.  
There shall be two levels of consultative committee (as required):
  - 4.2.1 campus level consultative committee to deal with campus-specific matters,
  - 4.2.2 a Health Service wide consultative committee, comprising Union representatives from each campus, to deal with cross campus issues.
- 4.3 Both levels of consultative committee shall operate in accordance with the principles of operation and terms of reference contained in Attachment 12.
- 4.4 Any unresolved dispute or grievance arising through the application of this Agreement shall be dealt with in accordance with Disputes Settling Procedures of the Agreement.

### **5. Employee Assistance**

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

### **6. Redeployment**

- 6.1 Every opportunity for re-deployment of staff whose positions become surplus, will be explored with a view to placing the redeployee in a suitable position, having regard to their skills and experience and the operational needs of the Health Service.
- 6.2 The redeployment period shall be a period of 13 weeks from the date the employee is advised that their position is surplus;

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- 6.3 The Human Resources Directorate will maintain a register of all employees whose positions have become surplus, together with details of their qualifications, skills and experience. Every vacancy approved for recruitment action will be matched against employees who are to be relocated taking into consideration the key selection criteria of the vacant position, the skills, experience and qualifications of each employee.
- 6.4 Appropriate on-the-job training programs shall be provided at the employer's expense, to employees who require additional skills to facilitate their redeployment.
- 6.5 For the purposes of redeployment, a vacant position shall be deemed "suitable" where:-
- 6.5.1 the position is in the same professional discipline or classification stream as that of the employee's former position or if not, is in a professional discipline or classification stream acceptable to the employee; and
- 6.5.2 the position is of comparable classification or if no such classification exists, the job demands comparable duties and responsibilities and salary (including an offer of a position that requires further training on the affected employee's part to satisfy the requirements of the position); and
- 6.5.3 the employee has the necessary skills and experience to undertake the role to a minimum satisfactory standard or, for permanent ongoing positions only, could do so with reasonable training/retraining; and
- 6.5.4 other terms and conditions of the position are broadly comparable to that of the employees' former position and will be maintained accordingly. Due account will be taken by Austin Health of the personal circumstances of affected employees including family commitments and responsibilities;
- 6.5.5 in the case of a return to work/rehabilitation employee, the duties and responsibilities of the position are consistent with the employees' treating medical practitioners' advice relating to the health of the employee.
- 6.6 Where a potentially suitable position is identified by the Human Resources Directorate the redeployee shall be referred to the appropriate campus line manager for consideration and/or interview. Where this process leads to the line manager being satisfied that the redeployee can satisfactorily undertake the position, the redeployee shall be offered the position without advertisement. Where two or more redeployees are available for the vacancy, they will compete on merit.
- 6.7 Should the line manager consider the redeployee to be unsuitable, he/she may make a recommendation to this effect as defined in the campus or health service level consultative process (as appropriate). The committee shall consider the matter and make final recommendation as to whether a position is suitable for redeployment of the redeployee concerned to the campus General Manager, or CEO as appropriate, for decision.
- 6.8 In the event that the redeployee is deemed not suitable, the redeployee and line manager will be advised by the Human Resources Directorate which will continue to seek to identify suitable positions, during the redeployment period specified under subclause 6.2.
- 6.9 Staff awaiting redeployment may be transferred to temporary alternative duties within the health service. Such temporary duties shall be in accordance with the employee's skills and experience and shall wherever possible be within the employee's current campus.
- 6.10 All documentation concerning an employees' status under this clause shall be treated confidentially.

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### **7. Salary Maintenance**

- 7.1 Where a staff member is redeployed/relocated to a position having a classification which results in a reduction of normal earnings, the employee's "Ordinary Pay" shall be maintained for a period of twelve (12) months. Overtime payments are expressly excluded from salary maintenance.
- 7.2 A redeployee who prior to commencement of a period of salary maintenance has already completed the initial 10 years of employment necessary to guarantee an entitlement to Long Service Leave will be entitled to salary maintenance in regard to the pro-rata entitlement accrued at the date of redeployment.
- 7.3 An employee:
- 7.3.1 Who is redeployed within a campus, department or to another department with a position of lower classification which attracts a lower income than the position previously held; or
- 7.3.2 whose income is reduced as a result of an organisational restructuring;
- shall be entitled to salary maintenance as outlined in this schedule.
- 7.4 A redeployee, may elect to have their salary maintenance payments paid as a lump sum at the beginning of the income maintenance period or be paid as a fortnightly fixed allowance.
- 7.5 If the affected employee elects to cease their employment (for whatever reason), or is terminated for disciplinary reasons while in a position referred to in clause 6 prior to the expiry of the salary maintenance period and has received a lump sum referred to in clause 7.4, that employee shall repay the employer the balance of the lump sum. This balance represents the amount the employee would have been entitled to, for the period calculated from the date the employee ceases employment to the end of the maintenance period, if the employee had not ceased employment in that position.
- 7.6 A full reconciliation shall be undertaken at the end of the salary maintenance period with appropriate payment/repayment to be made by one or other of the parties, where underpayment/overpayment has occurred. The amount of repayment shall be determined following consultation with the individual concerned.
- 7.7 At the end of the relevant salary maintenance period, the affected employee shall be remunerated in accordance with those rates prescribed by the Agreement for the position to which the affected employee has been redeployed.
- 7.8 Salary maintenance shall be paid only once in relation to each organisational change.

### **8. Relocation**

- 8.1 Relocation refers to the situation where as a result of organisational restructuring, an employee is required to move to a different location at the same or a different campus of the Health Service. Relocation may result in:
- 8.1.1 Permanent transfer (defined as a period expected to exceed 2 years);
- 8.1.2 Temporary transfer (defined as a period of one month or more, but less than 2 years);
- 8.1.3 Short term (defined as a period of less than one month).
- 8.2 Where, as a consequence of organisational restructuring, an employee is relocated on a short term basis, the Health Service shall provide at least 7 days' notice to the affected employee.

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- 8.3 Where a service or department is relocated, all affected employees shall be provided with reasonable orientation and/or training in relation to the amenities, layout and local operations of the new location, prior to relocation.
- 8.4 Upon relocation, affected employees shall retain all existing entitlements.
- 8.5 A temporary employee who is relocated during their period of temporary employment shall be covered by this clause for the duration of such temporary contract.
- 8.6 As soon as practicable after a decision is made by the Health Service to temporarily or permanently relocate an affected employee, the Health Service shall advise the affected employee in writing of the decision, the proposed timing of the transfer and any alternatives available to the affected employee. The employee's representative, which may include the Union, shall be advised as soon as practicable about the decision.
- 8.7 Prior to requiring an employee to temporarily or permanently relocate, all other options to reduce any negative impacts on the employee shall be examined, including redeployment. As far as practicable, the employer will take into consideration the personal circumstances of affected employees including family commitments and responsibilities.
- 8.8 Where relocation results in a loss of income, the salary maintenance arrangement outlined in clause 7 shall apply.
- 8.9 Any affected employee on a temporary specified-period contract and who is relocated during such specified period shall be covered by the terms of this Agreement for the duration of the temporary contract.
- 8.10 It is recognised that individual employees may suffer direct financial loss in relation to additional travelling expenses as a direct consequence of relocation. Any employee who can demonstrate that they will incur such a direct financial loss should submit a claim to the Director of Human Resources with an estimate of the likely additional travelling expenses for the period of redeployment up to a maximum of 6 months. A lump sum payment of up to a maximum of \$750.00 for full time staff (pro-rata for part time and Casual staff) will be payable.
- 8.11 Reimbursement for any financial loss under clause 8.9 shall be paid only once in relation to each organisational change.
- 8.12 Staff who are required as part of their existing contract of employment to work across campuses, shall be exempt from all the provisions of this clause.
- 9. Employee Separation**
- 9.1 The Parties agree that wherever possible, redeployment and voluntary departures are to be pursued in preference to other staffing options, should any staffing reduction be required.
- 9.2 Where positions become surplus, the Health Service shall advise the individual affected of this fact and provide each surplus employee with access to the options listed below.
- 9.2.1 accept a VDP as specified by clause 10 of this schedule and cease employment at a date agreed between the individual and the Health Service, or
- 9.2.2 pursue redeployment elsewhere within the Health Service.
- 9.3 Surplus staff who elect to seek redeployment may at anytime prior to the expiration of the 13 week redeployment period accept a VDP.

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- 9.4 Any staff member affected who does not nominate any preference under clause 9.1 above, shall automatically be placed on the 13 week redeployment period, at the conclusion of which they shall be offered a VDP. If this is rejected, the matter shall be dealt with under Dispute Settling Procedures of the Agreement.
- 9.5 Subject to the terms of this schedule, current permanent staff will have first option to transfer their employment in the event their department is transferred to another location.
- 9.6 Permanent staff whose positions are made surplus who elect not to accept an offer of alternative employment, or do not express an interest in a VDP, or refuse an offer of a VDP, will be eligible for redeployment within the Health Service pursuant to clause 6 of this schedule.
- 9.7 If, after the 13 weeks redeployment period, the Health Service has been unsuccessful in redeploying a permanent staff member to another position, that staff member will again be offered a VDP. Should a permanent staff member not accept an offer of a VDP, the matter shall be dealt with pursuant to the Disputes Settling Procedures in the Agreement.
- 9.8 At any time following the declaration of a staff member's position as surplus, the Health Service may, after consultation with the employee, offer the employee a Health Service Separation Package, as detailed in clause 11. Such an offer will only be made where, in the Health Service's opinion, the likelihood of satisfactorily redeploying the staff member within the 13 week redeployment period is negligible. Should the Health Service make such an offer, the employee may elect to take payment in lieu of the balance (ie unused portion) of their remaining redeployment period.
- 9.9 The Health Service shall notify the employee's superannuation fund that the service of recipients of Network Separation Packages has been compulsorily terminated on account of retrenchment.
- 9.10 Payment in lieu for accrued annual leave, ADOs (where applicable) and Long Service Leave shall be made in accordance with the provisions of the Agreement.
- 10. Voluntary Departure Package**
- Calculation of entitlements shall be in line with Victorian Government policy for Voluntary Departure Packages as at the time of termination.
- 11. Health Service Separation Package**
- 11.1 Calculation of entitlements shall be in line with Victorian Government policy for Targeted Separation Packages as at the time of termination. except that continuous service shall be calculated on a pro-rata basis.
- 11.2 Payment of any accrued Annual Leave and Long Service Leave entitlements.

**Attachment 1: Austin Health Organisational Restructuring Committee (AHORC)**

**12. Membership**

12.1 The Organisational Restructuring Committee shall comprise:

- Director, Employee Relations, Austin Health (1 representative)
- Other relevant management representatives (1 representative)
- Representative of Austin Health CEO (1 representative)
- HSU (3 representatives)

12.2 The role of Chair of the Committee will be rotated equally between management and employee/union representatives.

12.3 Either party may periodically co-opt additional committee members subject to such additional member having relevant knowledge of an item under discussion.

**13. Principles Of Operation**

13.1 Where organisational restructuring is proposed, an appropriate organisation restructuring committee will be convened to ensure an adequate consultative process. Such committee shall operate in a manner consistent with the provisions of this schedule.

13.2 Where intra-campus restructuring is to be commenced, the consultative process will be established at the campus level and shall be responsible for overseeing the practical application of this schedule. This process shall involve appropriate representation of the employees and their representatives, which may include the Union, and management representatives from the campus concerned. Where such a consultative forum is already in existence, the Parties may agree to utilise that mechanism.

13.3 Where organizational restructuring is proposed that will directly affect two or more campuses, the AHORC will be convened to provide an adequate consultative process on a cross-campus basis. This process shall involve appropriate representation from the Parties to this schedule.

13.4 As soon as practicable after a decision is made to undertake organisational restructuring and prior to implementation, Austin Health, shall provide all available information in the form of an employee impact statement. This statement shall provide available details of the expected impact on all employees and their representatives, including:-

- (a) all relevant information about the changes, including the nature of the changes proposed, the likely timing of the initiative, staffing impacts, interim service arrangements and other relevant factors;
- (b) reasons for any proposed redundancies and the number of employees and categories likely to be affected;
- (c) the period over which the separations/redundancies are likely to take place;
- (d) the expected timing of the changes.

provided that the Health Service shall not be required to disclose confidential information, the disclosure of which would be against its interests.

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13.5 Whilst the consultative process outlined above will endeavour to reach a consensus position on each issue, in cases where agreement cannot be reached, the Parties reserve their rights in respect to the implementation of restructuring initiatives.

### **14. Terms Of Reference (AHORC)**

14.1 Receive and consider major proposals to implement organisational restructuring affecting current programs, organisation, structure or technology which are likely to have a significant effect on employees.

14.2 Consider the impact of organisational restructuring and examine options to avert or mitigate any adverse effects on employees. This shall include the consultative processes necessary to give effect to this schedule's provisions relating to redeployment, relocation and employee separation, in particular:

(a) the timing of the commencement of the 13 week redeployment period; and

(b) consideration of what constitutes a "suitable position" pursuant to Clause 6,

the timing of the implementation of any applicable employee separation measures.

14.3 Ensure, where appropriate, that workplace consultative arrangements are in place (eg. working parties) to oversee the change implementation at the local level.

14.4 Receive and consider periodic reports on the implementation of restructuring initiatives from the campus consultative process and/or functional working parties.

14.5 Endeavour to resolve grievances and disputes relating to organisational restructuring, without recourse to industrial action.

14.6 Monitor the application of cross campus redeployment procedures for employees affected by organisational restructuring.

14.7 Any unresolved dispute or grievance arising through the application of this schedule shall be dealt with in accordance with the Disputes Settling Procedures of the Agreement.

### **15. Frequency Of AHORC Meetings**

15.1 The Committee shall meet weekly in the first instance, unless otherwise determined by the Committee.

15.2 The Committee shall determine by agreement all other operational and administrative measures necessary to give effect to this schedule.

**SCHEDULE F - EASTERN HEALTH, ALFRED HEALTH, PETER MACCALLUM CANCER  
INSTITUTE, ROYAL VICTORIAN EYE AND EAR HOSPITAL ORGANISATIONAL CHANGE  
AGREEMENT**

**1. Contents**

Clause No.

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4. Definitions
5. Consultation
6. Redeployment
7. Relocation
8. Income Maintenance
9. Redundancy
10. Network Separation Packages
11. Voluntary Departure Packages

**2. Parties Bound**

2.1 This schedule shall bind the Health Services Union in respect of employees who are members or eligible to be members of the Health Services Union and the following Health Services.

- Eastern Health
- Peter MacCallum Cancer Institute
- The Royal Victorian Eye and Ear Hospital
- Alfred Health

**3. Scope of the Agreement**

3.1 All payments under this schedule apply to permanent full time employees and on a pro rata basis to permanent part-time employees, including employees who, whilst classified as Casual, should more properly be regarded as permanent part-time because of the regular nature of their hours/shifts.

3.2 Nothing in this schedule shall be construed as conferring any obligation on the Health Services to extend or make permanent the employment of an employee whose employment would otherwise have ceased if the employee was not subject to the terms of this schedule.

3.3 In the case of staff employed on fixed term temporary contracts, short term Casual employees, or staff employed on specific research projects funded from external sources, the provisions of this schedule will apply only in regard to redeployment and



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relocation and only to the extent necessary to satisfy the terms of their particular contracts.

### 4. Definitions

“Organisation Restructuring” refers to the permanent closure, merger, relocation or rationalisation of a department or service which has a significant effect on employees.

“The Agreement” means the Public Health Sector (Medical Scientists, Pharmacists and Psychologists) Enterprise Agreement 2012-2016.

“Relocation” refers to the situation where as a result of organisation restructuring an employee is required to move to a different campus within the Health Service.

“Redeployment” occurs following the declaration of an employee’s position as surplus. It may occur as a result of the closer of the service/ward/department or a reduction of the level of service required or other restructuring initiatives.

“Significant Effect” means an organisational restructuring initiative that results in redundancy, or major changes in the composition, operation or size of the workforce.

- the restructuring of jobs and/or fundamental changes in the skills required,
- the alteration of hours of work,
- the need for redeployment and/or
- transfer of employees to other work/locations.

Provided that where the Agreement makes provision for alterations of any of the matters referred to herein an alteration shall be deemed not to constitute a significant effect.

“Permanent staff member” means an employee employed on an ongoing basis other than temporary staff engaged on fixed term temporary contracts, or short term Casual employees.

“Union” means the Health Services Union.

“Health Services” means Eastern Health, Peter MacCallum Cancer Institute, Royal Victorian Eye and Ear Hospital and Alfred Health.

“Ordinary Rate of Pay” means the wage or salary an employee would normally receive when going on Long Service Leave as defined in the Agreement.

“Affected employee” means a staff member who is subject to an organisation restructuring proposal which has a significant effect on that employee.

“Continuous service” means service as defined in Clause 58 (Long Service Leave) of the Agreement.

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### 5. Consultation

- 5.1 Where a definite decision is made by management to undertake specific organisation restructuring that is likely to have a significant effect on employees an organisation restructuring process will be initiated to provide adequate consultation.
- 5.2 Where the organisation restructuring involves only one campus, consultation will occur with affected staff and their representatives which may include the local Union representative in the first instance, followed by consultation between the parties to this schedule if issues remain unresolved, before the introduction of any proposed restructure. At the request of either party, meetings will be arranged to discuss any issues arising from the organisation restructure.
- 5.3 Where the organisation restructuring will directly and consequently affect two or more campuses the employee representatives, which may include the Union, will be notified and an Organisation Restructuring Committee will be convened in line with the requirements of subclause 5.5 herein. The Committee shall comprise equal representation from the parties to this schedule.
- 5.4 As soon as practicable after a decision is made to undertake organisation restructuring and prior to implementation, the Health Service, shall provide to affected employees and their representatives, which may include the Union, all available information in the form of an employee impact statement, including the proposed commencement date of the 13 week redeployment period (if applicable). This employee impact statement shall provide available details of the expected impact on all employees including:
- 5.4.1 all relevant information about the changes, including the nature of the changes proposed, the likely timing of the initiative, staffing impacts, interim service arrangements;
- 5.4.2 reasons for any proposed redundancies and the number of employees and categories likely to be affected;
- 5.4.3 the period over which the separations/redundancies are likely to take place and may impact on them;
- 5.4.4 the expected timing of the changes
- provided that the Health Service shall not be required to disclose confidential information, the disclosure of which would be against its interests.
- 5.5 The terms of reference of the Organisation Restructuring Committees.
- 5.5.1 Ensure where appropriate that workplace consultative arrangements are in place to implement the change at a local level.
- 5.5.2 Receive and consider progress reports on the implementation of restructuring initiatives.
- 5.5.3 Endeavour to resolve grievances and disputes relating to organisation restructuring without recourse to industrial action.
- 5.5.4 Monitor the application of redeployment procedures for employees affected by organisation restructuring.

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### **6. Redeployment**

- 6.1 Every opportunity for redeployment of affected employees whose positions become surplus, will be explored with a view to placing the redeployee in a suitable position, having regard to their skills and experience and the operational needs of the employer. The parties agree that wherever possible, redeployment and voluntary departures are to be pursued in preference to other options for staffing reductions.
- 6.2 An affected employee shall be subject to a 13 week redeployment period. Consultation regarding the intended change will occur before the commencement of the formal 13 week redeployment period. Employees will be advised in writing of:
- 6.2.1 the date of which they enter the reemployment process;
- 6.2.2 the projected date on which this redeployment period expires.
- 6.3 By mutual agreement between the Health Service and the affected employee, the unexpired portion of the redeployment period may be paid as a lump sum in lieu of working out the 13 week period as part of a separation package as per clause 10.
- 6.4 Each Health Service will make available its Internal Vacancy Notice circulation/notice board placement to affected employees.
- 6.5 Each Health Service will maintain a register of employees whose position have become surplus, together with details of their qualifications, skills and experience (the "Redeployment Profile"). Every vacancy approved for recruitment action within each campus, prior to advertising, will be matched against affected employees taking into consideration the key selection criteria of the vacant position and the skills, experience and qualifications of each affected employee.
- 6.6 Nothing in this clause shall operate to preclude management from transferring non-affected staff members to a vacancy subject to their consent and there being a vacant position at the same substantive classification available at the conclusion of the transfer process.
- 6.7 Where the affected employee indicates a willingness to work at another campus of the Health Service, that employee's Redeployment Profile will be forwarded to the relevant campus for matching against vacancies at that campus. The home campus will take responsibility for monitoring the matching process.
- 6.8 Where a potentially suitable position is identified the redeployee shall be referred for interview. Where this process leads to a determination that the redeployee can satisfactorily undertake the position, the redeployee shall be offered the position without advertisement. Where two or more redeployees are available for the vacancy, they will compete on merit.

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- 6.9 In circumstances where an affected employee makes application to an advertised position, or where an application is received from an employee who is in an “affected” classification and working in an area that is subject to organisation restructuring, then that employee will be considered prior to any other candidates being considered. Where that employee meets the selection criteria requirements of the vacant position that employee will be appointed to the position.
- 6.10 Appropriate counselling and retraining will be provided to assist in redeployment.
- 6.11 Every effort shall be made to redeploy staff to an equivalent position in terms of classification, grade or wage group, and income. Flexibility will need to be exhibited by affected employees in terms of their willingness to accept alternative positions.
- 6.12 For the purposes of redeployment, a vacant position shall be deemed “suitable” where the following sub-clauses are complied with:
- 6.12.1 the position is a comparable classification or if no such classification exists, the job demands comparable duties and responsibilities and salary (including an offer of a position that requires further training on the affected employee’s part to satisfy the requirements of the position) and
- 6.12.2 the employee has the necessary skills and experience to undertake the role to a satisfactory standard or, for permanent ongoing positions only, could do so with reasonable training/retraining and
- 6.12.3 other terms and conditions of the position are broadly comparable to that of the employee’s former position. Due account will be taken of the personal circumstances of affected employees including family commitments and responsibilities.
- 6.12.4 in the case of a return to work/rehabilitation employee, the duties and responsibilities of the position are consistent with medical advice relating to the health of the employee.
- 6.13 If at any time it is determined that the affected employee is unlikely to be redeployed, the affected employee will be offered the option of a Departure Package as provided for by clauses 10 and 11 of this Schedule.
- 6.14 If the position is deemed suitable, the redeployee will be required to accept redeployment to the position. In the event there is a disagreement over what is a suitable position, a relevant management representative will hold discussions with the redeployee(s), and their representatives which may include the Union.
- 6.15 Staff awaiting final redeployment may be transferred to temporary alternative duties within the Health Service. Such temporary duties shall be in accordance with the employee’s skills and experience and shall wherever possible be within the employees current campus and due account will be taken of the personal circumstances of affected employees including family commitments and responsibilities.
- 6.16 Where the redeployment:
- 6.16.1 is to a position of a lower paid classification, grade or wage group than previously held;
- 6.16.2 is to a position which offers shorter hours than previously held; or

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6.16.3 results in a loss of allowances,

The income maintenance arrangement outlined in Clause 8 shall apply.

6.17 To facilitate organisation restructuring the Health Service at any time may at its discretion offer Voluntary Departure Packages as outline in clause 11.

### **7. Relocation**

7.1 Relocation refers to the situation where an employee is required to move to a different campus.

7.2 Relocation for the purpose of this section may include permanent or temporary transfer.

7.3 Employees will be exempt from the relocation provisions in this clause if the campus to which they are being relocated is a location at which they are normally expected to work.

7.4 As soon as practicable after a decision is made to temporarily or permanently relocate an employee, the employee will be advised in writing of the decision, the proposed timing of the transfer and any other alternatives available. If requested by the employee, the Union shall also be advised, as soon as practicable about the decision.

7.5 Employees who are to be relocated will be provided with information on the new location's amenities, layout and local operations and be given reasonable orientation prior to relocation.

7.6 Where an employee is to be relocated they shall be provided with at least seven (7) days notice unless otherwise mutually agreed.

7.7 Where relocation results in a loss of income, the income maintenance arrangement outlined in clause 8 shall apply.

7.8 Any employee on a temporary contract and who is relocated during such specified period shall be covered by the terms of this schedule for the duration of the temporary contract.

7.9 It is recognised that individual employees may suffer a net financial loss in relation to additional travelling and parking expenses as a result of permanent or temporary relocation.

7.10 Any employee who believes he/she is likely to incur such a loss should submit a claim to the relevant department head with an estimate of the likely additional travelling and parking expenses for the period of relocation up to a maximum of 6 months. A lump sum payment to a maximum of \$750 may be made based on the estimated loss taking into account; additional kilometres travelled, any charges for car parking or additional public transport costs. If the employee ceases employment within six months of relocation the employee shall reimburse the Health Service from any final entitlement due that portion of the allowance where additional travelling expenses have not been incurred.

7.11 Reimbursement for any financial loss under this clause shall be paid only once in relation to each organisation restructure.

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### **8. Income Maintenance**

- 8.1 Where a staff member is redeployed/relocated to a position having a classification which results in a reduction of base salary, the employee's income shall be maintained for a period of twelve (12) months. Penalty payments and salary related allowances will be maintained for a period of twelve (12) months. Maintenance of penalties and salary related allowances will be calculated on the average payment received over the preceding twelve (12) months. Overtime payments are expressly excluded from income maintenance.
- 8.2 "Income maintenance" will be based upon the substantive classification rate of pay being received immediately preceding redeployment/relocation inclusive of Higher Qualification Allowances.
- 8.3 A redeployee who prior to commencement of a period of income maintenance has already completed the initial 10 years of employment necessary to guarantee an entitlement to Long Service Leave will be entitled to income maintenance in regard to the pro-rata entitlement accrued at the date of redeployment.
- 8.4 Income maintenance may be paid as a lump sum at the beginning of the income maintenance period or be paid as a fortnightly fixed allowance.
- 8.5 If the affected employee ceases employment in a position referred to in Clause 6 (Redeployment) prior the expiry of the salary maintenance period and has received a lump sum in accordance with this clause, that employee shall repay the Health Service the balance of the lump sum from any final entitlements due. This balance represents the amount the employee would have been entitled to, for the period calculated from the date the employee ceases employment to the end of the maintenance period, if the employee had not ceased employment in that position.
- 8.6 A full reconciliation shall be undertaken at the end of the salary maintenance period with appropriate payment/repayment to be made by one or other of the parties where underpayment/overpayment has occurred. The method of any repayment will be negotiated with the affected employee.
- 8.7 At the end of the relevant salary maintenance period, the affected employee shall be remunerated in accordance with the rates of pay and allowances pertaining to the position to which they have been redeployed, as specified by SCHEDULE B – RATES OF PAY AND ALLOWANCES of the Agreement.

- 8.8 Income maintenance will be paid only once in relation to each organisational change.

### **9. Redundancy**

- 9.1 Where a position has been declared redundant and suitable redeployment opportunities cannot be identified, the affected employee will be offered a departure package as per the provisions set out in clauses 10 or 11.
- 9.2 Expressions of interest in departure packages may be sought from non affected employees if their departure would facilitate redeployment of affected employees.
- 9.3 The Health Service shall notify the employee's superannuation fund that the service of recipients of Network Separation Package as indicated in Clause 10 has been

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compulsorily terminated on account of “Retrenchment” as per section 3(1) of the Hospitals Superannuation Act 1988 (Vic).

9.4 Payment for any entitlements of Annual Leave, Accrued Days Off (where applicable) and Long Service Leave will be made in accordance with the Agreement.

### **10. Network Separation Packages**

10.1 Calculation of entitlements shall be in line with Victorian Government policy for Targeted Separation Packages as at the time of termination.

10.2 The calculation of pay and service for the purposes of this subclause will be on the same basis as the prevailing standard for Long Service Leave in the Agreement.

### **11. Voluntary Departure Packages**

11.1 Calculation of entitlements shall be in line with Victorian Government policy for Voluntary Departure Packages as at the time of termination except that continuous service shall be calculated pro-rata on a monthly basis.

11.2 Restrictions which apply to recipients of Government funded voluntary departure packages shall also apply to employees accepting the package. Details of any and all restrictions applicable will be provided prior to the time a VDP is offered and will form part of the conditions of acceptance for an employee opting to accept this package.

Schedule G

**SCHEDULE G – EASTERN HEALTH TURNING POINT RESEARCH AND EDUCATION EMPLOYEES**

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

a) Rates of Pay

In lieu of the rates of pay contained in SCHEDULE B – RATES OF PAY AND ALLOWANCES, the following rates of pay will apply:

<b>Classification</b>	<b>FFPPOA</b>	<b>FFPPOA</b>	<b>FFPPOA</b>	<b>FFPPOA</b>
	<b>01-Nov-12</b>	<b>01-Nov-13</b>	<b>01-Nov-14</b>	<b>01-Nov-15</b>
		<b>2.5%</b>	<b>2.5%</b>	<b>2.5%</b>
<b>Level A</b>				
<b>Research/Education Officer Year 1</b>	1165.20	1194.30	1224.20	1254.80
<b>Research/Education Officer Year 2</b>	1206.60	1236.80	1267.70	1299.40
<b>Research/Education Officer Year 3</b>	1242.10	1273.20	1305.00	1337.60
<b>Research/Education Officer Year 4</b>	1281.60	1313.60	1346.40	1380.10
<b>Research/Education Officer Year 5</b>	1328.20	1361.40	1395.40	1430.30
<b>Research/Education Officer Year 6</b>	1396.90	1431.80	1467.60	1504.30
<b>Research/Education Officer Year 7</b>	1448.50	1484.70	1521.80	1559.80
<b>Level B</b>				
<b>Research/Education Fellow Year 1</b>	1499.90	1537.40	1575.80	1615.20
<b>Research/Education Fellow Year 2</b>	1551.30	1590.10	1629.90	1670.60
<b>Research/Education Fellow Year 3</b>	1607.60	1647.80	1689.00	1731.20
<b>Research/Education Fellow Year 4</b>	1639.80	1680.80	1722.80	1765.90
<b>Level C</b>				
<b>Senior Research/Education Fellow Year 1</b>	1659.10	1700.60	1743.10	1786.70
<b>Senior Research/Education Fellow Year 2</b>	1710.60	1753.40	1797.20	1842.10
<b>Senior Research/Education Fellow Year 3</b>	1762.10	1806.20	1851.40	1897.70



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<b>Senior Research/Education Fellow Year 4</b>	1818.40	1863.90	1910.50	1958.30
<b>Senior Research/Education Fellow Year 5</b>	1870.10	1916.90	1964.80	2013.90
<b>Senior Research/Education Fellow Year 6</b>	1921.30	1969.30	2018.50	2069.00
<b>Senior Research/Education Fellow Year 7</b>	1972.90	2022.20	2072.80	2124.60
<b>Senior Research/Education Fellow Year 8</b>	2028.90	2079.60	2131.60	2184.90
<b>Senior Research/Education Fellow Year 9</b>	2080.20	2132.20	2185.50	2240.10
<b>Senior Research/Education Fellow Year 10</b>	2141.50	2195.00	2249.90	2306.10

**b) Classification Descriptors for Research/Education Officers and Fellows employed at Turning Point, Eastern Health**

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

**Level A. (Must have a relevant degree)**

A *Level A* Research/Education employee will work under the direction of more senior staff. Progression through the seven (yearly) increments in *Level A* shall be based upon years of completed service and the incumbent shall be expected to develop expertise in education or research demonstrating increasing degrees of autonomy and a consolidation of skills with each incremental progression.

Responsibilities may include, but are not limited to data collection, data management, completing literature reviews, preliminary preparation of reports, development and delivery of training of non-accredited courses or Certificate IV competencies and dissemination activities. The position may undertake some aspects of grant development, project support or project management of small or minor projects but shall remain under the direction of a *Level B* or *Level C* Research/Education employee.

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

A *Level B* Research/Education employee will undertake independent research or education provision in their discipline or related field of work. Progression through the four (yearly) increments in *Level B* shall be based upon years of completed service and the incumbent shall be expected to demonstrate established expertise in education or

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research and demonstrate a sustained level of excellence in the movement through the increments.

The role is required to demonstrate ongoing contribution through professional practice, publication and the provision of advice to less experienced employees. An incumbent of a *Level B* position shall be required to co-ordinate or lead the activities of other staff as appropriate. Responsibilities may include but are not limited to project management, contributing to and assisting with grant and/or funding applications, substantial development and delivery of undergraduate and postgraduate teaching programs and the contribution to publications.

### **Level C. (Must have a relevant doctorate qualification)**

A *Level C* Research/Education employee shall lead Turning Point research and education activities relevant to the specific profession, discipline, community or specialist field of expertise of the incumbent. A *Level C* employee shall be required to perform the full range of responsibilities for the co-ordination and implementation of programs or projects as determined by the organisation.

Progression through the ten (yearly) increments in *Level C* shall be based upon years of completed service. Responsibilities include but are not limited to, the development of the strategic direction, sourcing and securing project and program opportunities and funding from contributing stakeholders, the accountability for meeting financial, quality and time related targets and objectives for projects, effective staff management, contribution of advanced expertise and knowledge to the strategic planning process and continued demonstrated contribution to academic achievement and policy decision making at a senior management level.

- c) All eligible employees covered by this Agreement engaged at Turning Point Centre, Eastern Health as of the date of certification of this Agreement shall be translated to the rates contained in this Schedule as per subclause d) of this Schedule. These rates shall be payable from July 28 2012. Where back pay to 28 July 2012 is payable, this shall be inclusive of any wage increases or other entitlements arising from this Agreement. Any wage increases arising from this Agreement shall be paid in accordance with the terms of the Agreement. All other terms and conditions of employment of this Agreement shall apply from the date of certification of the Agreement. All future eligible employees employed in Research and Education at Turning Point, Eastern Health engaged during the life of this Agreement shall be paid in accordance with subclause (a) and (b) of this Schedule.
- d) Translation Existing Employees

**Former Classification  
under Turning Point  
Alcohol & Drug Centre  
Inc. Certified  
Agreement 2005\***

### **New Classification**

Grades 5.1& 5.2  
Grades 5.3&5.4  
Grades 5.5& 5.6

**Level A**  
Research/Education Officer Year 1  
Research/Education Officer Year 2  
Research/Education Officer Year 3

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Grade 5.7	Research/Education Officer Year 4
Grades 6.1&6.2	Research/Education Officer Year 5
Grades 6.3,6.4& 6.5	Research/Education Officer Year 6
Grades 6.6&6.7	Research/Education Officer Year 7

### **Level B**

Grades 7.1&7.2	Research/Education Fellow Year 1
Grades 7.3&7.4	Research/Education Fellow Year 2
Grades 7.5,7.6&7.7	Research/Education Fellow Year 3
N/A	Research/Education Fellow Year 4

### **Level C**

Grades 8.1,8.2&8.3	Senior Research/Education Fellow Year 1
Grades 8.4,8.5&8.6	Senior Research/Education Fellow Year 2
Grade 8.7	Senior Research/Education Fellow Year 3
Grades 9.1&9.2	Senior Research/Education Fellow Year 4
Grades 9.3&9.4	Senior Research/Education Fellow Year 5
Grades 9.5&9.6	Senior Research/Education Fellow Year 6
Grade 9.7	Senior Research/Education Fellow Year 7
N/A	Senior Research/Education Fellow Year 8
N/A	Senior Research/Education Fellow Year 9
N/A	Senior Research/Education Fellow Year 10

## **SCHEDULE H - MELBOURNE HEALTH, WESTERN HEALTH NORTHERN HEALTH MARKET CONTESTABILITY AGREEMENT**

### **1. Preamble**

This Agreement is designed to ensure that any market contestability program within Melbourne Health, Western Health or Northern Health proceeds in an orderly and fair but expeditious manner at all times.

A copy of this Agreement will be provided to all contractors or tenderers competing in a market testing process with a requirement that all provisions of this Agreement relating to the employment of Health Services staff by contractors will be included in the Contracts.

As soon as practicable after the announcement of the preferred contractor(s) or tenderer(s), employees, and the employees representatives which may include the Union, shall be advised as to the name of the preferred contractor(s) or tenderer.

### **2. Parties Bound**

2.1 The parties to this agreement are:

Melbourne Health, Western Health and Northern Health and the Health Services Union and persons eligible to be members of the Union.

### **3. Definitions**

"Market Contestability Program" means programs developed by Melbourne Health, Western Health or Northern Health to market-test services currently provided in-house. Reference to the "Market Contestability Program" in this document refers to those processes relating to the market testing of services leading up to and including the contract or service level agreement for either an external tenderer or contractor or an in-house team.

"Market Testing" means the competitive tendering of services under the market contestability program.

"In-house" provider or "In-house Team" means Melbourne Health, Western Health or Northern Health employees who participate in the preparation of an in-house bid, provided that participants on the in-house team shall be ordinarily employed in the work area subject to the contestability process.

"In-house Bid" means a tender prepared and/or submitted by an in-house team.

"External Tenderer" or "Contractor" means a company or organisation that responds to a request for tenders for services by Melbourne Health, Western Health or Northern Health.

"Successful Tenderer" means the in-house team or external tenderer or contractor that is awarded a contract for the provision of support services to the Health Services.

"Managed Contract" means any contract where the in-house team or external tenderer or contractor is required to specify the staffing structure in tender documentation and to establish and operate the management structure. Other than the contractor's or tenderer's management staff, all other employees remain employees of the Health Services.

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"Comparable Terms and Conditions" means terms and conditions that are, on the whole, comparable to the terms and conditions applicable to affected employees covered by the Agreement. An in-house team or external tenderer or contractor, in order to offer comparable terms and conditions, will base any offer on the Ordinary Rates of Pay applicable to Health Services staff at the time of the offer.

"Union" means the Health Services Union (HSU),

"The Agreement" means the Public Health Sector (Medical Scientists, Pharmacists and Psychologists) Enterprise Agreement 2012-2016.

"The Health Services" means Melbourne Health, Western Health and Northern Health.

"Melbourne Health, Western Health and Northern Health" mean the Melbourne Health, Western Health and Northern Health Services, their employees and agents including the following campuses:

- \* Broadmeadows Health Service
- \* Bundoora Extended Care Centre
- \* The Northern Hospital
- \* North West Hospital
- \* The Royal Melbourne Hospital
- \* Werribee Mercy Hospital
- \* Western Hospital Footscray
- \* Sunshine Hospital
- \* The Williamstown Hospital

"The Tenderer" means the in-house provider or in-house team or external tenderer or contractor.

"Significant Effect" means a change to an employee's existing employment contract which may include:

- (a) the employee's position being made redundant;
- (b) termination of employment;
- (c) major changes in the composition, operation or size of the employer's workforce or in the skills required;
- (d) the elimination or diminution of job opportunities, promotion opportunities or job tenure;
- (e) alteration to the employee's hours of work;

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- (f) the need for retraining or relocating the employee to other work or locations within the Health Service; or
- (g) the restructuring of jobs.

"Substantive Classification" means the employees Ordinary Rate Of Pay as per SCHEDULE B of the Agreement. plus any allowances and penalties but excluding overtime payments.

"Continuous Service" means all accumulated service with The Health Services or other statutory bodies which is recognised by the Health Services immediately prior to the letting of the contract for the purposes of leave, redundancy, salary increments and notice entitlements.

"Ordinary Rate of Pay" means the wage or salary an employee would normally receive when going on Long Service Leave as defined in the Agreement.

### **4. Principles**

- 4.1 In undertaking a market contestability program The Health Services seek to ensure that a quality, efficient and cost effective service is provided. Recognising the importance of job security, The Health Services will work with employees, the Union and any tenderer or contractor to maximise job security.
- 4.2 The Health Services are committed to conducting any market contestability program with compassion for employees and sensitivity to their dignity.
- 4.3 Consultation with employees and their Unions is recognised as an integral part of the process and The Health Services are committed to an open and timely consultative process.
- 4.4 To ensure that employees are informed and are able to make decisions about their part in the process The Health Services undertake to provide information on and education about the market contestability process and its likely impact on employees.
- 4.5 The employment relationships within Melbourne Health, Western Health and Northern Health are governed by certain industrial instruments. The Health Services will ensure that they comply with these industrial instruments.
- 4.6 The Health Services shall include all relevant industrial instruments including this Agreement in the tender documentation to ensure the tenderer or contractor is aware of all relevant provisions regulating the employment relationship between the Health Services and its employees.

### **5. Organisational Change - Market Contestability Programs**

- 5.1 The parties recognise that organisational change proposals relating to market contestability programs can easily generate fear and anxiety for employees affected. Concerns relating to issues such as job security, income, rosters and promotion are typically felt by employees subjected to change proposals.
- 5.2 The Health Services will consult with the Union where a definite decision is made by management in relation to the Market Contestability Program, and that

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decision is likely to have a significant effect on employees. Consultation will occur in accordance with SCHEDULE I to this Agreement, (*Melbourne Health, Western Health And Northern Health Organisational Change Agreement*).

- 5.3 Organisational change will be approached with the objective of increasing productivity and achieving savings and efficiencies rather than purely as a cost cutting exercise targeting employees' terms and conditions.
- 5.4 The following principles will apply in managing organisational change:
- 5.4.1 It is recognised that security of employment is an important objective, and one which the tenderer or contractor will work hard to achieve, in the context of the requirement of the contract with the Health Services.
- 5.4.2 The tenderer or contractor will be required to commit to working through employment issues associated with organisational change in a co-operative manner with employees and the employees representatives which may include the Union.
- 5.4.3 Any organisational change that has a significant effect on the tenderer's or contractor's employees should be discussed with the employees and the employees representatives which may include the Union, before that change is implemented. The Health Services will require the contractor to provide relevant information on the changes proposed.
- 5.5 In discussions with employees or the Union on organisational change the tenderer or contractor will provide information on the scope of the change including details on the number of employees affected by the change and staffing impacts, the type and timing of change proposed and the reasons for the proposed change. This information should be provided before any discussions take place.
- 5.6 Where there is a possibility of redundancies and/or redeployment from the tenderer or contractor, information on the reasons for the proposed redundancies and/or redeployment, the number of employees and categories likely to be affected and the period over which redundancies and/or redeployment are likely to take place will be provided to the employees and the employees representatives which may include the Union,
- 5.7 Where former employees of the Health Services are likely to be affected by redundancies from the tenderer or contractor there is to be a tripartite discussion with representatives of the tenderer or contractor, the affected employees and the employees representatives which may include the Union, and the Health Services.
- 6. In House Bids**
- 6.1 The Health Services will consult with the employees and the employees representatives which may include the Union, regarding the inclusion of an in-house bid in any market and/or contestability program.
- 6.2 The Chief Executive Officer's of The Health Services, or their delegate, shall facilitate the inclusion of an in-house bid if management and the employees employed in providing that service elect to initiate an in-house bid.

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- 6.3 Where an in-house bid is made, the in-house bid will automatically be shortlisted in any expression of interest phase of the market testing process.
- 6.4 The Health Services will ensure that in-house teams are as competitive as possible in any market testing process.
- 6.5 The Health Services shall facilitate and pay reasonable costs associated with the engagement of consultants to assist an in-house team in participating in the market contestability program.
- 6.6 The Health Services will provide facilities to enable employees to participate fully in an in-house bid.

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

- 7.1 The Health Services will require a tenderer or contractor to offer ongoing employment to suitably qualified employees up to the number of employees required to service the contract between the Health Services and the tenderer or contractor.
- 7.2 The Health Services will require tenderers or contractors to give an undertaking that the relocation of any ex-Melbourne Health, Western Health or Northern Health employees in their employment will be restricted to the Melbourne metropolitan area. Relocation shall be subject to mutual agreement, which shall not unreasonably be withheld.

The contractor in considering relocation of former Health Services staff shall take the personal circumstances of an individual employee into account.

It is recognised that individual employees may suffer financial loss in relation to additional travelling expenses as a result of relocation. Such financial loss which occurs within the first twelve months of the contract will be compensated by the tenderer or contractor as stated in clause 8.8 of SCHEDULE I.

- 7.3 Where the number of employees available exceeds the number of employees required to service the tender, the Health Services will require the tenderer or contractor to select staff on merit (merit is the demonstrated capacity to perform the duties and tasks of a position having regard to the requirements of the role).
- 7.4 The Health Services agree with the objective that staff should not be financially disadvantaged by a change in their employer through the market contestability program.
- 7.5 The Health Services will, in their assessment of tenders for contestable services, take into consideration the previous industrial history of the tenderers or contractors including; current industrial award and agreement conditions, compliance with relevant statutory obligations such as; occupational health and safety requirements, environmental protection requirements, freedom of association provisions in the Act, employment of apprentices, equal employment opportunity and affirmative action.



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- 7.6 The Health Services will require a successful tenderer to engage staff on terms and conditions that are on the whole comparable to the existing terms and conditions, including the provisions of all industrial instruments which applied whilst they were employed with the Health Services.
- 7.7 The Health Services will consult with employees and the employees representatives which may include the Union, in determining whether the terms and conditions that are offered by a Contractor are comparable terms and conditions. The parties agree that any dispute arising over comparable terms and conditions will be resolved through the Dispute Settling Procedures of the Agreement. Indicative factors to be taken into consideration in assessment of comparability should include: remuneration, hours, rosters, shifts, leave arrangements, classifications, duties and responsibilities.
- 7.8 In the event of a contract for service being cancelled or terminated by The Health Services and the Health Service resumes ongoing responsibility (excluding any contractual step-in clauses) for the work covered by the contractor, the Health Services agree to employ staff based on the terms and conditions prescribed by this Agreement. Further, the Health Services agree to recognise the period of absence from the Health Services for continuity of service purposes.
- 7.9 If in the first twelve months of any contract an employee is re-employed by the Health Service by which they were employed immediately prior to the contracting out of that service, that Health Service agrees to recognise all previous, continuous, accumulated service with the Health Service and the contractor for the purposes of calculation of salary increments, personal, annual and Long Service Leave, notice period and redundancy payments.
- 7.10 Where a preferred tenderer or contractor has been announced, the Health Services acknowledges that the Unions may seek to negotiate a longer period for a staff member to return to the Health Services, particularly in areas where there are pre-existing agreements which provide for a longer period than twelve months.
- Such discussions shall take place in accordance with subclause 12 of this schedule.
- 7.11 The Health Services will determine, during the evaluation of tenders, having regard to indicative factors in clause 7.7 whether the tenderer's or contractor's proposed terms and conditions are comparable terms and conditions.
- 7.12 All continuous service with the Health Services shall transfer to the tenderer or contractor and shall for the purposes of calculation of salary increment payments, personal and Long Service Leave, notice period and redundancy payments be regarded as service with the contractor. The parties will discuss any other terms of employment where continuous service is relevant to the conditions of employment of Health Services staff.
- 7.13 All Personal Leave including pro rata Personal Leave that has accrued to each employee during continuous service with the Health Services shall transfer to employment with a contractor or tenderer. Related financial arrangements, if

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any, will be included in the contractual negotiations between the Health Services and the successful contractor.

- 7.14 Annual Leave and Annual Leave Loading that has accrued whilst in employment with the Health Services shall transfer to employment with a contractor or tenderer for each employee.
- 7.15 All Long Service Leave entitlements including pro rata entitlements that have accrued during continuous service with the Health Services shall transfer to employment with a contractor. Related financial arrangements, if any, will be included in the contractual negotiations between the Health Services and the successful contractor.
- 7.16 In the event of a redundancy of a former employee of the Health Services during the period of a contract between a contractor and the Health Services, all continuous service the employee has with the Health Services shall be regarded as service with the contractor for the purposes of calculating total service to determine appropriate payments.

### **8. Superannuation Provisions For Those Employees Who Accept Positions With The Successful Tenderer Or Contractor.**

- 8.1 The successful tenderer or contractor shall become a contributing employer of HESTA or other applicable fund as provided for by the Agreement. There will be no changes for employees who are members of a fund recognised by the Agreement.
- 8.2 Four options are available to employees who are members of a defined benefits fund:
- 8.2.1 Transferring employees can take resignation benefit, or
- 8.2.2 Transferring employees can defer to age 55 retirement benefits that have accrued to the date of transfer, or
- 8.2.3 A discounted transfer benefit can be paid to the employee provided that it is rolled over to an approved fund.
- 8.3 An assessment may be made of the projected retirement benefit available for members of the revised and new superannuation schemes and the contributory scheme of the Hospital Superannuation Fund versus the retirement benefit available for employees of the new private hospital. Should it be established that there might be a disadvantage to an individual employee, the Government may make a once-off payment to that employee.
- 8.4 In order to enable each employee who is a member of a defined benefit fund to make an informed decision as to whether they should take a resignation benefit, a deferred retirement benefit or a discounted transfer, a financial counsellor will be made available to the employees concerned. The initial consultation shall be at no cost to the employee.

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### **9. Income Maintenance**

- 9.1 Income maintenance for a period of twelve months will apply if employees suffer a loss of income when they take up an offer of employment with a tenderer or contractor.
- 9.2 Where an employee's income is reduced in the circumstances outlined in clause 9.1 their income, inclusive of penalty payments and allowances, shall be maintained for a period of twelve months by the tenderer or contractor.
- 9.3 Overtime payments are expressly excluded from income maintenance.
- 9.4 Income maintenance shall be based on the substantive classification of the employee immediately preceding the awarding of a contract to a tenderer or contractor inclusive of Higher Qualifications and Radiation Safety Officer Allowances. Income maintenance relating to penalties will be calculated on the average penalties and allowances received by the employee over the preceding twelve months.
- 9.5 Income maintenance may be paid as a lump sum to the employee or in two equal prospective payments where the amount of income is estimated to exceed 10% of their current base salary. Where there are two payments the first payment will be due when the employee commences with the tenderer or contractor or if the employee elects to receive both payments at the same time the combined payment will be due after 3 months employment with the successful tenderer or contractor. Where income maintenance is paid to an employee of a successful in-house team the employee may elect to have income maintenance paid as a fortnightly fixed allowance.
- 9.6 A full reconciliation shall be undertaken at the end of the income maintenance period or the cessation of employment and appropriate payments/repayments to be made by either the Health Service, tenderer or contractor or the affected employee where an underpayment/overpayment has occurred. Any repayment or payment will be made within 28 days of the final reconciliation being completed. The employee authorises their employer to deduct any overpayment from any final entitlements due on ceasing employment with the tenderer or contractor.
- 9.7 At the end of the income maintenance period the affected employee will be remunerated in accordance with the terms and conditions applicable to the particular position the employee has accepted with the tenderer or contractor.
- 9.8 Income maintenance will not apply where an employee requests employment on a part-time basis where they were previously full-time or where they voluntarily negotiate a change in their employment.

### **10. Job Security**

- 10.1 In the first 12 months of a contract (excluding managed contracts) there will be no redundancies. If, however, during this period there is a requirement to vary staffing numbers the contractor will consult with the employees and the employees representatives which may include the Union, and use only voluntary

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packages in order to vary staff numbers. Any changes shall be in accordance with SCHEDULE I to the Agreement.

10.2 In the case of a managed contract there will be a 12 month period of no redundancies. This period will commence once the number of staff established in the contract has been achieved over the agreed time frame in the contract. Where during the life of the contract there is a requirement to vary staff numbers from those specified in the initial contract, the Health Services agree in the first instance to consult with the employees, and the employees representatives which may include the Union, regarding the potential impact on staff. Consistent with recent practice the Health Services would first seek expressions of interest in voluntary departure packages from affected staff. The Health Services are committed to applying the provisions of the *Melbourne Health, Western Health And Northern Health Organisational Change Agreement (SCHEDULE I)* specifically those clauses concerning redeployment, retraining, relocation and redundancy. For the purpose of this Clause, change in staff numbers refers to those changes resulting from any change in production, program, organisation structure and technology, including any major change in the composition, operation or size of the Health Services workforce or in the skills required.

10.3 Where there is a significant change in the level and/or quality of service required in a particular institution(s) within a Health Service, the Health Service may require an in-house team, or external contractor, to alter their service delivery arrangements and cost structures to meet the new requirement. "Significant change" does not include expected fluctuations and variations in service levels which arise in the normal course of business. In such cases the Health Service shall consult the employee representatives, which may include the Union, on the arrangements that will apply to the in-house team and/or external contractor.

10.4 Where a staff member is made redundant at any time during the life of a contract then the staff member's previous continuous service with the Health Service will count in calculating any redundancy payments.

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

10.5 Where an employee accepts a Voluntary Departure Package(VDP) pursuant to clause 11 of SCHEDULE I they cannot be re-employed by a Victorian Public Sector Agency within a period of three years from their date of exit with a VDP.

10.6 Employees taking a VDP will be restricted from employment with any contractor to any of the Health Services for a period of eighteen months from the date of payment of the VDP.

### **11. Transition**

11.1 The parties to this Agreement will work together to ensure a smooth transition to new arrangements for the delivery of support services after the awarding of a contract to either an in-house team or an external contractor.

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- 11.2 The Health Services will require a contractor to enter into good faith discussions with the employees representatives which may include the Union, regarding the entire terms and conditions of employment for the employees of the contractor and on the arrangements for managing change on the sites where services are being delivered. The Health Services agree to facilitate a meeting between the contractor and the employee representatives to discuss the new employer/employee relationship.
- 11.3 For the purposes of clause 11.2 a one month period for negotiations shall commence after the announcement of the preferred contractor or tenderer.

### **12. Dispute Resolution**

Any disputes arising from this schedule shall be dealt with in accordance with the Disputes Settling Procedures of the Agreement.

## **SCHEDULE I - MELBOURNE HEALTH, WESTERN HEALTH, NORTHERN HEALTH ORGANISATIONAL CHANGE AGREEMENT**

### **1. Preamble**

- 1.1 This schedule relates to organisational changes that are likely to have significant effects on employees.
- 1.2 This schedule applies to all permanent full time and permanent part-time employees, including employees who, whilst classified as Casual, should more properly be regarded as permanent part-time because of the regular nature of their hours/shifts.
- 1.3 This schedule only applies to temporary, Casual and fixed term employees to the extent where redeployment is considered necessary to satisfy the terms of the temporary, Casual or fixed term employment arrangement.

### **2. Scope of Agreement**

- 2.1 All payments under this schedule apply to permanent full time employees and on a pro rata basis to permanent part-time employees, including employees who, whilst classified as Casual, should more properly be regarded as permanent part-time because of the regular nature of their hours/shifts.
- 2.2 Nothing in this schedule shall be construed as conferring any obligation on the Health Service to extend or make permanent the employment of an employee whose employment would otherwise have ceased if the employee was not subject to the terms of this schedule.

### **3. Definitions**

"Affected employee" means a staff member who is subject to organisational change proposals which have a significant effect on that employee;

"Change Manager" means a person who is skilled in the human resource aspects of change management and who has been designated to assist in coordinating a smooth, transitional process for organisational changes.

"Continuous service" means 'continuous service' as defined by clause 58 of the Agreement for Long Service Leave purposes and is calculated on a pro-rata monthly basis,

"Health Service" means all those facilities and services managed by Melbourne Health, Western Health or Northern Health at the date of signing of the Agreement;

"Health Service Board" means persons comprising the Management Boards of any of the Health Services to which this schedule pertains at the date of signing the Agreement;

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

"Organisational change" means any change in production, program, organisational structure or technology which is likely to have a significant effect on employees;

"Reasonable offer" means an offer of a position which is in the same professional discipline as that of the employee's former position or if not, is in a professional discipline acceptable to the employee; is of the same classification, grade or wage group as that of the employee's former position or, if no such position is available, is not more than one classification, grade or wage group below that of the employee's former position; takes due account of the personal circumstances of the employee including family commitments and responsibilities.

"Significant effect" means a change to an employee's existing employment contract which may include: the employee's position being made redundant; termination of employment; major changes in the composition, operation or size of the Health Service's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, alteration to the employee's hours of work; the need for retraining or relocating the employee to other work or locations within the Health Service; or the restructuring of jobs.

"The Agreement" means the Public Sector and Health Services Union Multi-Employer Collective Agreement 2008.

"Union" means the Health Services Union

### **4. Consultation**

- 4.1 Where a definite decision has been made to implement changes in programs, organisation, structure or technology that are likely to have a significant effect on employees, the Health Service shall, as early as practicable consult with the employees and their representatives which may include the Union before the introduction of any proposed changes.
- 4.2 The Health Service Change Committees (refer clause 13 of this schedule) shall operate as the principal consultative forums for discussion of major change initiatives.
- 4.3 The Health Service shall discuss with the affected employees and their representatives which may include the Union, amongst other things:
- the introduction of changes likely to have a significant effect on employees;
  - the effects such changes are likely to have on employees;
  - the reasons for any proposed redundancies and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

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4.4 These discussions shall commence as soon as practicable after the notification in accordance with this clause has been made. For the purposes of such discussion, the Health Service shall provide in writing to the affected employees and their representatives which may include the Union:

- all relevant information about the changes, including the nature of the changes proposed;
- reasons for any proposed redundancies and the number of employees and categories likely to be affected;
- the period over which the terminations are likely to take place; and
- the expected effects of changes on employees and other matters that may impact on them, provided that the Health Service shall not be required to disclose confidential information, the disclosure of which would be contrary to its interests.

### **5. Change Implementation**

5.1 The Health Service shall endeavour to provide an environment of information sharing and feedback through all levels of the organisation. The Health Service shall nominate a person to fulfil the role of Change Manager to assist in achieving the consultative objective and whose responsibilities shall include ensuring that full consultation with affected employees, their representatives and their managers occurs once the organisational change proposal has been decided upon by the Health Service Board but prior to its implementation. This shall involve, among other things:

- the Change Manager meeting on a regular/agreed basis with affected employees, their representatives and managers;
- the Change Manager discussing and making recommendations to management in relation to any redeployment, retraining, relocation or redundancy issues applicable to an affected employee; and
- the Change Manager providing regular reports and advice to the Health Service Change Committee.

### **6. Redeployment**

6.1 Where positions are declared redundant, the Health Service, through the Change Manager, shall seek redeployment opportunities for affected employees. This shall occur by the introduction of a redeployment service and campus vacancy register.

6.2 Where redeployment opportunities for an affected employee are not immediately available, the period during which redeployment opportunities shall be investigated ("redeployment period") shall be limited to 13 weeks.

6.3 An employee who has expressed a preference to be redeployed within the Health Service shall be advised of the date on which they enter the redeployment process- and the projected date on which this redeployment



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period expires subject to the redeployment period not formally commencing until appropriate consultation has occurred regarding the intended change.

- 6.4 If at any time during the redeployment period it is agreed that it is unlikely that the affected employee will be successfully redeployed, the affected employee may accept a redundancy package referred to in either clauses 11 or 12. of this Schedule. In addition an employee who has elected to discontinue a period of redeployment shall be entitled to a lump sum amount equal to the unexpired portion of the redeployment period.
- 6.5 The Health Service, through the Change Manager, shall make provision for employee counselling and retraining (subject to any financial and timing constraints) to assist in redeployment where appropriate.
- 6.6 Every effort shall be made to redeploy staff to a position equivalent to their own in terms of classification, grade or wage group, and income. The Health Service will take into account the personal circumstances of redeployees including family commitments and responsibilities. However, flexibility will need to be exhibited by affected employees in terms of their willingness to accept alternative positions.
- 6.7 Redeployment of an affected employee shall be considered in the following circumstances:
- where the position is one of a number of similar positions allocated under a rostering system, the affected employee shall be placed in a vacant rostered position if one is available.
- This shall occur through the appropriate departmental rostering practice and applies to and between all campuses of the Health Service. Staff shall be provided with appropriate notice of roster changes in accordance with the provisions of the Agreement.
- Where the above does not apply, but where there is an alternative vacant position available at another campus for which an affected employee is suitably qualified, the position shall be notified to the Change Manger who shall ensure all suitable affected employees are encouraged to apply.
- 6.8 Staff awaiting final redeployment may be transferred to temporary alternative duties within the Health Service. Such temporary duties shall be in accordance with the employee's skills and experience and shall, wherever practicable, be within the employee's substantive service area.
- 6.9 Where the redeployment is to a position of a lower paid classification, grade or wage group than previously held, or is to a position which offers shorter hours than previously held, or results in a loss of allowances, the income maintenance arrangement outlined in clause 9 shall apply.
- 6.10 In circumstances where an affected employee rejects a reasonable offer of redeployment, the matter shall be considered by the Health Service Change Committee prior to any further management action.

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### **7. Retraining**

- 7.1 Retraining may be granted by the Health Service if it is considered that an affected employee's opportunity for redeployment to a suitable position would be significantly increased by undertaking such training.
- 7.2 Where on-the-job training is necessary to be undertaken by the affected employee in a redeployment situation, any associated training costs shall be borne by the affected employee's previous department.
- 7.3 Where external training is necessary to be undertaken by the affected employee, the appropriate associated costs shall be borne by the Health Service.
- 7.4 Retraining shall be provided to the extent that it would normally be provided to any new employee in that position.

### **8. Relocation**

- 8.1 Relocation refers to the situation where an affected employee is required to move to a different campus as a result of an organisational change. Relocation for the purposes of this subclause may include permanent or temporary transfer.
- 8.2 Employees will be ineligible for the relocation provisions herein if the Health Service and/or campus to which they are being relocated is a location to which they can be expected to be deployed as part of their existing employment conditions.
- 8.3 As soon as practicable after a decision is made by the Health Service to temporarily or permanently relocate an affected employee, the Health Service shall advise the affected employee in writing of the decision, the proposed timing of the transfer and any other alternatives available to the affected employee. The employee's representative which may include the Union shall be advised as soon as practicable about the decision by the Health Service.
- 8.4 The Health Service shall ensure that employees who are to be relocated are provided with information on the new location's amenities, layout and local operations prior to the relocation. Consultation between the Health Service and the employee's representative/s shall occur in relation to the content of such information.
- 8.5 Where an employee is relocated, the Health Service shall provide at least seven (7) days notice to the affected employee unless otherwise mutually agreed.
- 8.6 Where relocation results in a loss of income, the income maintenance arrangement outlined in clause 9 shall apply.
- 8.7 Any affected employee on a temporary specified period contract and who is relocated during such specified period shall be covered by the terms of this Agreement for the duration of the temporary contract
- 8.8 It is recognised that individual employees may suffer financial loss in relation to additional travelling expenses as a result of permanent or temporary relocation with the Health Service. Any employee who believes he/she is likely to incur such

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a loss should submit a claim to the Change Manager with an estimate of the likely additional travelling expenses for the period of redeployment up to a maximum of 6 months. A lump sum payment of up to a maximum of \$750 will be made as per the estimated amount.

### **9. Income Maintenance**

- 9.1 An employee who is redeployed to a position of lower classification, grade or wage group which attracts a lower income than the substantive position previously held or whose income is reduced as a result of an organisational change, shall be entitled to a temporary income maintenance allowance.
- 9.2 The affected employee's fortnightly income maintenance allowance shall be calculated by taking the difference between the employee's average fortnightly ordinary pay over the 12 month period worked prior to the change and the employee's projected average fortnightly ordinary pay over a 12 month period subsequent to the change.
- 9.3 The period during which any income maintenance allowance shall be claimable/payable shall not exceed 12 months from the date of redeployment.
- 9.4 Income maintenance may be paid as a lump sum at the beginning of the income maintenance period or be paid as a fortnightly allowance.
- 9.5 Where, during the income maintenance period, it becomes apparent that the employee's projected average earnings for the forthcoming 12 months have been significantly under or over estimated, the fortnightly income maintenance allowance shall be immediately recalculated such as to avoid any significant over/under payment at the end of the income maintenance period.
- 9.6 If the affected employee ceases employment in a position referred to in clause 9.1 (for whatever reason) prior to the expiry of the income maintenance period and has received a lump sum referred to in clause 9.4, that employee shall repay the Health Service the balance of the lump sum. This balance represents the amount the employee would have been entitled to, for the period calculated from the date the employee ceases employment to the end of the maintenance period, if the employee had not ceased employment in that position.
- 9.7 A full reconciliation shall be undertaken at the end of the income maintenance period with appropriate payment/repayment to be made by one or other party where underpayment/overpayment has occurred. At the end of the relevant income maintenance period, the affected employee shall be remunerated in accordance with those provisions prescribed to the particular position to which the affected employee has been redeployed. Income maintenance shall be paid only once in relation to each organisational change.

### **10. Redundancy Arrangements**

- 10.1 Where a position has been declared redundant and suitable redeployment opportunities have not been identified, the affected employee shall be offered a departure package as per either clauses 11 or 12. of this schedule. Expressions of interest in departure packages may be sought from non-affected employees if their departure would facilitate redeployment of affected employees.

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- 10.2 The Health Service shall apply to the employee's superannuation fund for the Health Service Departure Package to be treated as a bona fide redundancy.
- 10.3 Payment for unused Annual Leave, Accrued Days Off (where applicable) and Long Service Leave shall be made in accordance with the Agreement.
- 10.4 Independent financial counselling will be made available by the Health Service to affected employees. An employee who wishes to access this service may do so through the Change Manager. The costs of counselling will be borne by the Health Service to a limit of one visit.

### **11. Voluntary Departure Package**

Calculation of entitlements shall be in line with Victorian Government policy for Voluntary Departure Packages as at the time of termination.

### **12. Health Service Departure Package**

Calculation of entitlements shall be in line with Victorian Government policy for Targeted Separation Packages as at the time of termination except that continuous service is calculated pro-rata on a monthly basis.

### **13. Health Service Change Committees**

Each Health Service covered by this schedule shall establish a Change Committee which conforms to the following.

#### **13.1 Management Representatives**

Director of Human Resources (Chair)

Health Service Change Manager

Nominee of Executive Director

#### **13.2 Staff Representatives**

Health Services Union – 3 Representatives

#### **13.3 Terms Of Reference**

- To receive and consider major proposals to implement changes in program, organisation, structure or technology which are likely to have a significant effect on employees.
- To consider the impact of major changes and examine options to avert or mitigate any adverse effects on employees.
- To ensure, where appropriate, that local consultative arrangements are in place to oversee the change implementation.

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- To receive and consider periodic reports on the implementation of organisation change initiatives from the Change Manager and/or functional working parties.
- To endeavour to resolve grievances and disputes relating to organisational change without recourse to industrial action.
- To monitor the application of redeployment procedures within the Health Service for employees affected by organisational change. Whilst the consultative processes outlined above will endeavour to reach a consensus position on each issue, in cases where agreement cannot be reached, the Health Service reserves its right to implement change. In this process the rights of the Health Service and employee representatives to seek external conciliation/ arbitration are preserved.

### **13.4 Frequency Of Meetings**

The Committee shall determine its own meeting schedule.

### **13.5 Co-Option Of Additional Committee Members**

Either party may periodically co-opt additional committee members subject to such additional members having particular relevance to an item under discussion; and prior notification having been given to the Chair.

**SCHEDULE J - ROYAL WOMEN'S HOSPITAL, ROYAL CHILDREN'S HOSPITAL  
GENERAL EMPLOYMENT, REDUNDANCY AND ORGANISATIONAL CHANGE  
AGREEMENT**

**1. Arrangement**

**Clause No.**

1. Arrangement
2. Incidence And Parties Bound
3. Definitions And Interpretation
4. Payment Of Wages
5. Personal Leave
6. Annual Leave
7. Professional Development Leave
8. Long Service Leave
9. Redundancy
10. Dispute Resolution
11. Rehabilitation
12. Occupational Health And Safety
13. Education And Training
14. Consultation And Change

**2. Incidence and Parties Bound**

- 2.1 Subject to clause 2.2 of this Schedule, this Schedule shall bind the Royal Women's Hospital and the Royal Children's Hospital ("The Hospitals") and the Health Services Union. It shall apply to all employees employed by the Hospitals who are covered by the Agreement, to the exclusion of perfusionists and pharmacists.
- 2.2 Clause 14 of this Schedule shall bind the Royal Women's Hospital and the Royal Children's Hospital ("The Hospitals") and the Health Services Union. It shall apply to all employees employed by the Hospitals who are covered by the Agreement.

**3. Definitions and Interpretation**

- 3.1 A reference to any statute, regulations or award shall include any statutory modification, re-enactment or variation thereto.
- 3.2 In this schedule unless the context would otherwise indicate:
  - "HSU" means the Health Services Union.
  - "The Agreement" means the Public Sector and HSU Multi-Employer Collective Agreement 2008.
  - "COPAS" means Community Oriented Paediatric and Adolescent Services.
  - "CAP" means the College of American Pathology.

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“CQI” means Continuous Quality Improvement.

“Department Head” means a person employed by the Hospitals under the provision of the Agreement who is responsible for a Department or a nominated section of the Hospital.

“Designated work group” means a group of employees at a workplace that is entitled to elect an occupational health and safety representative.

“Divisional Director” means a person appointed as such by the Hospitals.

“Employee” means a person employed by the Health Services in either a full-time, part-time, temporary or Casual capacity, who is eligible to be an HSU member, save for Clinical Perfusionists and Pharmacists.

“Health Services” or “Hospitals” mean the Royal Women’s Hospital and the Royal Children’s Hospital.

“NATA” means the National Association of Testing Authorities.

“NNU” means Neo Natal Unit.

“Ordinary hours” means for full time employees an average of 38 hours per week.

“Partial incapacity” means an inability arising from an injury or illness such that the employee is not able to return to their pre-injury employment but is able to return to work in suitable employment.

“Parties” means the HSU and the Health Services.

“PICU” means Paediatric Intensive Care Unit.

“The Act” means the *Industrial Relations Act 1988*, as amended.

“Total incapacity” means an inability arising from an injury or illness such that the employee is not able to return to work, whether in the employee’s pre-injury employment or in suitable employment.

“Union” means the Health Services Union.

### **4. Payment of Wages**

- 4.1 Should an error occur in the payment of the employee, the Hospital agrees to correct an underpayment by the drawing of a cheque for all monies outstanding as soon as practicable following the discovery of the error, unless otherwise mutually agreed. Any underpayment less than 5% of the employee’s fortnightly salary will be corrected in the next pay period. Should the error be an overpayment, the employee will be notified in writing of the details of the error. The employer will correct the overpayment by fortnightly deduction from their pay, in instalments of 10% of their fortnightly salary or the total amount, whichever is the lesser, until the full amount of the overpayment has been reimbursed to the Health Service.

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

### **5. Personal Leave**

- 5.1 In lieu of the provisions of subclause 55.3.4 of the Agreement, (Personal Leave) the following provision will apply:

An employee may be absent on the grounds of illness or injury on six (6) days in any one year (as either single days or as two days at a time) without having to provide evidence to the Hospital.

- 5.2 If the employee is not absent as provided in clause 5.1 they will be credited with one (1) day of annual leave for every two (2) days of personal leave not taken. However, if the employee advises the Health Service in writing not less than (4) weeks prior to the conclusion of any one year, they may elect to retain the unused personal leave as accrued personal leave credits.

- 5.3 For the purpose of this clause "day" means the number of hours in a shift that an employee is ordinarily rostered to work and "days" has a corresponding meaning.

- 5.4 For the purpose of this clause "in any one year" shall mean the year ending at the completion of the pay period after the date 1 November, or in the case of new employees, on the anniversary of their commencement date.

### **6. Annual Leave**

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

6.1.1 the employee advises the Hospital in writing not less than four (4) weeks prior to the accrual of the annual leave; and

6.1.2 the leave credits are taken by the employee within six months after the date upon which the right to such holiday accrues.

### **7. Professional Development Leave**

- 7.1 In addition to the provisions of clause 63 of the Agreement, the following provisions shall apply.

7.2 In recognition of the importance of ongoing professional development, an employee may seek approval for 5 days paid professional leave per year, to attend a conference, seminar, workshop etc. approved by the Hospital.

7.3 Professional Development leave is cumulative over a two (2) year period.



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### **8. Long Service Leave**

- 8.1 In addition to the provisions of clause 58 of the Agreement, the following provisions shall apply.
- 8.2 An employee can elect to take Long Service Leave in separate periods of not less than one month, provided four weeks' notice is given and provided there is mutual agreement between the employer and the employee.

### **9. Redundancy**

The Health Services will seek to redeploy redundant staff internally wherever practicable.

All proposed redundancies shall be dealt with in the manner outlined below:

- 9.1.1 Where the Health Service have made a definite decision that they no longer wish the work the employee has been doing, to be done by anyone, and that decision may lead to termination of employment, they shall hold discussions with the employees directly affected and, their representatives which may include the Union. This will apply where the possible termination is not due to the ordinary and customary turnover of labour.
- 9.1.2 The discussions shall take place as soon as is practicable after the Health Service has made a definite decision which will invoke the provisions of 9.1.1. and shall cover, inter alia, any reasons for the possible terminations, measures to avoid or minimize the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.
- 9.1.3 For the purposes of the discussions the Health Service shall, as soon as practicable, provide in writing to the employees concerned and, their representatives which may include the Union:
- 9.1.3.1 all relevant information about the proposed/possible terminations.
  - 9.1.3.2 the number of categories of employees likely to be affected,
  - 9.1.3.3 the number of workers normally employed and the period over which the terminations are likely to be carried out.

Provided that the Health Service shall not be required to disclose confidential information, the disclosure of which would be inimical to its interests.

- 9.2 Before a compulsory redundancy the following shall apply;
- 9.2.1 The Health Service will actively explore all internal redeployment opportunities for staff surplus to operational requirements;
- 9.2.2 An employee seeking redeployment may be retrained for an available position provided the employee can demonstrate that they possess the necessary aptitude, qualifications and interest for that position to the satisfaction of the Health Service;

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- 9.2.3 Where applicable, the Health Service will provide and/or pay for the required training;
- 9.2.4 Where there is a redeployment to a lower paid position or a position of less hours or where there is an alteration of shifts which results in a reduction in pay, the Health Service will maintain the employee's:
- 9.2.4.1 salary and equivalent hours at their former classification rate of pay for not less than six (6) months;
  - 9.2.4.2 shift penalties and allowance for not less than three months.
- 9.2.5 All attempts will be made to ensure that an employee's area of choice, hours of work and previous roster patterns are met;
- 9.2.6 The period during which redeployment will be available shall be no more than two (2) months from the time that the employee is advised in writing that their services are not required by the Health Service. Some flexibility will be considered to this time frame in exceptional circumstances where operational requirements/activity levels/retraining are considerations.

Where redeployment opportunities do not exist and an employee is made compulsorily redundant, they will receive the following :

A payment calculated as per Victorian Government policy for Targeted Separation Packages as at the time of termination.

- 9.2.1.1 calculation of continuous service shall be the same as for Long Service Leave under this Agreement;
  - 9.2.1.2 provision for independent financial counselling;
  - 9.2.1.3 job search services including one day per week without loss of pay for the purpose of seeking other employment during the period of notice. The time off shall be taken at a time that is convenient to the employee after consultation with the employer.  
  
If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or they shall not receive payment for the time absent.
  - 9.2.1.4 provision of in-house training in preparing a curriculum vitae.
- 9.2.7 Upon the cessation of employment the Health Service will supply a statement to the employee consisting of an employment history including: the period of employment, classification, accrued entitlements and job description.
- 9.2.8 For the purpose of payments under this subclause continuous service is calculated pro-rata on a daily basis.

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- 9.2.9 For the purpose of this clause "weekly pay" means the wage paid to the employee in accordance with their classification rate of pay (including Higher Qualifications Allowances where applicable) as prescribed under the Agreement and inclusive of penalties. Penalties will be calculated on the basis of the previous 3 months service.
- 9.2.10 Where applicable the Health Service will advise the employees' superannuation fund that separations of contributory members are to be treated as bona fide redundancies under the appropriate Act.
- 9.2.11 Payment of unused Annual Leave and pro-rata Long Service Leave will be made in accordance with the Agreement.
- 9.2.12 Nothing in this clause shall prevent an employee from applying for a Voluntary Departure Package however titled which shall be calculated in line with Victorian Government policy on Voluntary Departure Packages at the time of termination.

### **10. Dispute Resolution**

Any dispute arising in relation to this schedule shall be dealt with in accordance with Clause 8 of the Agreement.

### **11. Rehabilitation**

#### **11.1 Relationship with the Accident Compensation Act 1985**

11.1.1 The provisions of this clause shall be read and interpreted wholly in conjunction with the Victorian Accident Compensation Act 1985 or its successors at law.

#### **11.2 Introduction**

11.2.1 The parties are committed to achieving a healthy and safe work environment for all employees and will seek, as far as is practicable, to ensure the prevention of workplace injury and illness.

11.2.2 The parties are committed to an "early intervention" strategy, which identifies work processes that may place employees at risk and ensures the early reporting of hazards, symptoms and signs of injury and disease. This commitment includes:

11.2.2.1 reporting of work related injuries which require time off work, prior to leaving the workplace;

11.2.2.2 regular safety audits by Department Heads;

11.2.2.3 control, as far as is practicable, of identified hazards.

11.2.3 Despite the preventive measures undertaken, injuries will occur in any work environment from time to time. Consequently, there is a need for a rehabilitation process aimed at minimizing the suffering and cost incurred, and maximizing the speed with which injured employees are returned to their pre-injury employment, or other suitable employment. "Suitable employment" means employment for which the employee is suited, having regard to:

11.2.3.1 the nature of the employee's incapacity and pre-injury employment;

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11.2.3.2 the employee's age, education, skills and work experience;

11.2.3.3 the employee's place of residence;

11.2.3.4 the details given in medical information, including the medical certificate supplied by the employee;

11.2.3.5 the employee's rehabilitation program or vocational re-education program, if any.

11.2.4 The parties are committed to the early and effective rehabilitation of injured employees.

11.2.5 The Health Service will provide a copy of this clause to all employees who make a claim for compensation involving time off work.

### **11.3 Rehabilitation Principles**

11.3.1 Occupational rehabilitation is a planned strategy to achieve the restoration of injured/ill employees to their maximum achievable potential and includes the provision of reasonable and appropriate services required to achieve this, consistent with medical advice. The provision of effective rehabilitation is an integral part of a workplace occupational health, safety and welfare program.

11.3.2 Early intervention leads to maximum gains from rehabilitation. Rehabilitation should begin as soon as the injury is reported and in the manner consistent with the advice of the employee's treating practitioner. The aim should always be to keep the employee at work, if at all possible.

11.3.3 No employee shall be dismissed solely for the reason that they have lodged a claim for compensation, is receiving WorkCover payments or is partially incapacitated for work.

### **11.4 Consultative Process.**

11.4.1 The Health Service will ensure that consultation occurs with all parties necessary to secure an employee's return to work after illness or injury.

11.4.2 Where requested the Health Service will consult with HSU to ensure that the occupational rehabilitation programs affecting or involving HSU members proceed effectively and without dispute.

11.4.3 The Health Service will consult employees and where requested the HSUA where any job offer is to be made to an incapacitated employee which would:

11.4.3.1 affect the duties and working conditions of other employees; or

11.4.3.2 alter the workplace, including the work processes or work environment; or;

11.4.3.3 have any ramifications likely to affect industrial harmony.

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### **11.5 Return to Work**

- 11.5.1 Unless otherwise agreed with the employee, or the employee resigns from their position, the following principles will apply to the return to work of injured employees.
- 11.5.2 Consistent with the advice of the employee's treating practitioner and/or rehabilitation provider, the return to work aspect of rehabilitation should initially aim to return injured employees to their original duties, position and work location.
- 11.5.3 The Health Service will, save where clause 8 of this Agreement is invoked, retain an injured employee's pre-injury position for 12 months and if within that period an injured employee's treating practitioner deems that the employee is capable of returning to their pre injury duties, that position will be made available.
- 11.5.4 Where the employee's incapacity has extended beyond 12 months and the employee's pre-injury position has been permanently filled and the injured employee's treating practitioner states that the employee is capable of returning to their pre-injury duties, the employee will be offered a comparable position. Such a position should as far as possible be a position of the same status and remuneration as the employee's pre-injury position.
- 11.5.5 Where the employee's pre-injury position has been made genuinely redundant and the employee's incapacity has extended beyond 12 months that employee will be entitled to the redundancy benefits provided by this schedule. An employee shall be able to obtain a Voluntary Departure Package as set out in clause 9.2.12 of this Schedule if they satisfy all the conditions relating to the availability of the Voluntary Departure Package.
- 11.5.6 Where return to pre-injury position and duties is not possible because of the employee's injury or incapacity, the injured employee's position/duties should be modified by agreement to accommodate the employee's return to work in line with the treating doctors and/or rehabilitation providers and/or WorkCover doctors recommendations.
- 11.5.7 Where return to modified position/duties is not possible because of the employee's injury or incapacity, an injured employee may return to other suitable meaningful employment with appropriate training if necessary. Such a position should as far as possible be a position of the same status and remuneration as the employee's pre-injury position.
- 11.5.8 The Health Services must provide suitable employment to a partially-incapacitated employee within 6 weeks of the employee's treating doctor or rehabilitation provider determining that an injured employee is no longer totally incapacitated for work.
- 11.5.9 Medical scientists will be returned to work in medical scientist positions unless this is not possible because of the employee's injury or incapacity, or it can be demonstrated that no suitable position is available.
- 11.5.10 Where employees cannot be returned to work in a position within their specialty, the injured employee will be entitled to transfer to a suitable position, given the

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employee's experience, training and qualifications as soon as a position becomes available.

### **11.6 Rehabilitation/Return to Work Management.**

- 11.6.1 Injured employees have the right to choose their own doctor.
- 11.6.2 Participation in a rehabilitation program will be on a voluntary basis. However, should an injured employee refuse rehabilitation from an agreed provider or fail to actively participate in a rehabilitation program, the Health Service may deem it necessary to take some action. Prior to any action being taken, discussions will take place between the Health Service, the employee, HSU or other nominated representative to determine what action if any is appropriate given the specific circumstances.
- 11.6.3 Where the employee's treating practitioners and/or a medical practitioners and/or a medical practitioner provided and paid for by the Victorian WorkCover Authority are providing conflicting medical opinion, the employee may assist in resolving such conflict by obtaining another medical opinion from a mutually-agreed medical practitioner. The Health Service and employee representatives, which may include the Union, will consult, and develop an agreed list of doctors for the purposes of this sub-clause.
- 11.6.4 Either party can invoke the provisions of clause 8 of the Agreement. (Dispute Settlement).
- 11.6.5 Access to an agreed rehabilitation provider will not be unreasonably withheld by the Health Service.
- 11.6.6 Subject to advising the employee's immediate supervisor, who must advise the Rehabilitation Co-ordinator, an employee who has returned to work on a rehabilitation program and who believes the work aggravates/will aggravate the injury/illness may cease work to promptly seek advice from the Rehabilitation Co-ordinator, a doctor, rehabilitation provider or their representative which may include the Union.
- 11.6.7 An employee returning to work on reduced hours will be entitled to rest and meal breaks provided for by the Agreement and/or general custom agreed within the Hospitals. Any rest periods/therapeutic breaks in addition to rest and meal breaks must be specified by the employee's treating, doctor.
- 11.6.8 Rest/therapeutic breaks may be taken away from the work area at the request of the employee. Where necessary an agreed suitable rest area will be provided for the employee on request.
- 11.6.9 Where rest/therapeutic breaks are to be taken away from the work area the employee must advise the Rehabilitation Co-ordinator.
- 11.6.10 All reasonable workplace and/or work-process modifications necessary to enable an employee to return to (or to remain at) work will be undertaken before the employee commences (or continues) the return to work.

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11.6.11 Changes to the rehabilitation program will only be made after consultation with the injured employee, the Rehabilitation Coordinator, the rehabilitation provider and/or the treating doctor and where requested, the Union.

11.6.12 All offers of employment by the Health Service will be made in writing and will comply with the Accident Compensation Act and Regulations to the Act. All offers of employment must include a detailed description of the job offered, the working hours, and the remuneration applicable.

### **12. Occupational Health and Safety**

#### **12.1 Relationship with the Victorian Occupational Health and Safety Act 2004**

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

#### **12.2 Designated Work Groups**

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

#### **12.3 Occupational Health and Safety Representatives**

12.3.1 Elections for employee Occupational Health and Safety representatives shall be conducted by employees, and their representatives which may include the Union.

12.3.2 Only employees in the designated work group may nominate.

#### **12.4 Health and Safety, Committee membership**

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

#### **12.5 Training**

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

### **13. Education and Training**

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

### **14. Consultation and Change**

The Parties agree that no major change to structure/work practice affecting employees will occur without consultation with those employees and their representatives which may include the Union.

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- 14.1 Where the Health Service has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes employees, and their representatives which may include the Union.
- 14.2 "Significant effects" include termination of employment, major changes in the composition, operation or size of the workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for training or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.
- 14.3 The Health Service shall discuss with the employees affected and their representatives which may include the Union inter alia, the introduction of the changes referred to in clause 14.1 hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- 14.4 The discussions shall commence as early as practicable after a firm decision has been made by the Health Service to make the changes referred to in clause 14.1 hereof.

For the purposes of such discussions, the Health Service shall provide to the employees concerned employees, and their representatives which may include the Union, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that the Health Service shall not be required to disclose confidential information the disclosure of which would be inimical to its interests.



**SCHEDULE K - ROYAL CHILDREN'S HOSPITAL – CLINICAL PERFUSIONISTS**

**1. APPLICATION OF THIS SCHEDULE**

- 1.1 This Schedule Agreement applies only to Clinical Perfusionists employed by the Royal Children's Hospital.
- 1.2 Clinical Perfusionists employed by the Royal Children's Hospital:
- (a) will be covered by this Schedule; and
  - (b) will be covered by clause 14 (Consultation and Change) of SCHEDULE J to this Agreement , but not otherwise by SCHEDULE J to this Agreement; and
  - (c) will be covered by this Agreement, save for the following provisions: clauses 45 (Hours), 47 (Rosters),49 (Overtime), 50 (On Call-Recall), 46 (Shift Work), 69 (Public Holidays), 71 (Travelling Transport and Fares), 74 (Child Care Costs) and 53 (Annual Leave Loading).

**2. REPLACEMENT OF POSITIONS**

- 2.1 Where an employee is absent on prolonged leave, such as extended annual leave, parental leave, or WorkCover, The employer will where practical, fill that employee's position.
- 2.2 Where a Clinical Perfusionist takes long service leave, the Cardiac Surgery Unit, in conjunction with the Divisional Directors responsible for the area, will decide as to whether it covers the absence by either:
- (a) hiring an appropriately qualified perfusionist with paediatric perfusion experience, or
  - (b) covering the absence with the remaining staff members.
- 2.3 If the Cardiac Surgery Unit decides that the absence will be covered by the remaining perfusionists, it is recognised that, the workload of the remaining perfusionists will increase having regard to:
- (a) The number of cases
  - (b) The total hours of work
  - (c) The amount of on-call
  - (d) The amount of administrative work

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- 2.4 It is expected that the increase in workload will be shared equally among the remaining perfusionists.
- 2.5 An additional payment will be made to each perfusionist in recognition of this increased workload, to be paid fortnightly.
- 2.6 The additional payment will be equal to 0.75 of the salary of the perfusionist on long service leave, divided by the number of remaining effective full time equivalent perfusionists, to obtain the amount to be paid to a full-time perfusionist. Part-time perfusionists shall be paid pro rata of this amount according to their contracted hours.

### **3. EMPLOYMENT OF CASUAL CLINICAL PERFUSIONISTS**

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

### **4. HOURS OF WORK**

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

### **5. WEEKEND WORK**

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

### **6. PUBLIC HOLIDAYS**

- 6.1 An employee who works on a public holiday (as specified in clause 69) which falls on a weekend (Saturday or Sunday), will be paid for the time so worked at the rate of time and a half in addition to the weekly wage prescribed herein.

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

### **7. PETS- ECMO Retrievals**

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

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

### **8. ANNUAL LEAVE**

- 8.1 Perfusionists who participate fully in the On-call roster such that they are available for duty on ten or more weekends shall be entitled to 38 hours annual leave in addition to the leave prescribed in clause 53 (Annual Leave).
- 8.2 An employee whose annual leave accrual exceeds 7.5 weeks, and deferment of the leave has not been approved in writing by the employer, the employee may be directed to be on leave until such time as the employee's accrual reduces to not more than 7.5 weeks. For the purpose of this clause, the above accrual is the sum of the employee's entitlement plus the pro-rata leave entitlement.

### **9. PROFESSIONAL DEVELOPMENT LEAVE**

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

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### **10. WORKING FROM HOME**

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

### **11. SALARIES**

11.1 The salaries provided for in Attachment 13 to this Schedule shall incorporate all previous award or Agreement payments made in respect of all allowances, including but not limited to shift allowances and penalties, change of shift allowance, on-call and recall payments, annual leave loading, ordinary hours performed on weekends, meal allowances, travelling allowances, higher duties allowances, working through meal breaks and rest breaks, and telephone allowances.

11.2 The salary incorporates payment of overtime when employees are required to work outside of normal work hours, or in excess of 38 hours per week, except in relation to PETS-ECMO retrievals and overtime worked between 7.00 pm Friday and 7.00 am Monday.

### **12. TRANSLATION OF RCH PERFUSIONISTS EMPLOYEES TO THE NEW CLASSIFICATION STRUCTURE**

12.1 The RCH Perfusionists classification structure set out in Attachment 13 replaces the existing structure, which is contained within the Royal Children's Hospital and Health Services Union of Australia and Perfusionists Certified Agreement, 2005.

12.2 The new structure follows descriptors that were introduced as part of the classification restructure under the Public Health Sector (Medical Scientists, Pharmacists and Psychologists) Multi-Enterprise Agreement 2008-2011.

12.3 Eligible employees who meet the requirements of the new descriptors will translate from their classification immediately prior to 1 November 2012 to the Classification Descriptors in SCHEDULE C of this Agreement, from the beginning of the first full pay period commencing on or after 1 November 2012, based on the following translation table:

RCH Clinical Perfusionists  
Classifications immediately prior  
to 1 November 2012

New Classifications  
Effective FFPOA  
1 November 2012

Grade 1 Y1  
Grade 1 Y2  
Grade 1 Y3  
Grade 1 Y4

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AZ1	Grade 1	→	Grade 1 Y5 Grade 1 Y6 Grade 1 Y7
EZ1	Grade 2 Year 1		Grade 2 Year 1
EZ2	Grade 2 Year 2		Grade 2 Year 2
EZ3	Grade 2 Year 3		Grade 2 Year 3
EZ4	Grade 2 Year 4		Grade 2 Year 4
EZ5	Grade 2 Year 5		Grade 2 Year 5
EZ6	Grade 2 Year 6		Grade 2 Year 6
			Grade 2 Year 7
EZ7	Grade 2 Year 7	→	Grade 3 Year 1 Grade 3 Year 2 Grade 3 Year 3
FZ3	Grade 3	→	Grade 4

## ATTACHMENT 1: RCH CLINICAL PERFUSIONISTS RATES OF PAY AND ALLOWANCES

## 13. SALARY RATES (PER WEEK)

RCH Clinical Perfusionists Classifications	FFPPOA 1-Nov-12	FFPPOA 1-Nov-13	FFPPOA 1-Nov-14	FFPPOA 1-Nov-15
		2.50%	2.50%	2.50%
Grade 1 Year 1	\$1,218.10	\$1,248.60	\$1,279.80	\$1,311.80
Grade 1 Year 2	\$1,305.80	\$1,338.50	\$1,371.90	\$1,406.20
Grade 1 Year 3	\$1,420.30	\$1,455.80	\$1,492.20	\$1,529.50
Grade 1 Year 4	\$1,517.40	\$1,555.30	\$1,594.20	\$1,634.10
Grade 1 Year 5	\$1,596.40	\$1,636.30	\$1,677.20	\$1,719.10
Grade 1 Year 6	\$1,676.00	\$1,717.90	\$1,760.80	\$1,804.90
Grade 1 Year 7	\$1,753.70	\$1,797.50	\$1,842.50	\$1,888.50
Grade 2 Year 1	\$2,168.70	\$2,222.90	\$2,278.50	\$2,335.50
Grade 2 Year 2	\$2,274.30	\$2,331.20	\$2,389.50	\$2,449.20
Grade 2 Year 3	\$2,433.80	\$2,494.70	\$2,557.00	\$2,620.90
Grade 2 Year 4	\$2,595.70	\$2,660.60	\$2,727.10	\$2,795.30
Grade 2 Year 5	\$2,651.30	\$2,717.60	\$2,785.60	\$2,855.20
Grade 2 Year 6	\$2,721.10	\$2,789.20	\$2,858.90	\$2,930.40
Grade 2 Year 7	\$2,924.00	\$2,997.10	\$3,072.00	\$3,148.80
Grade 3 Year 1	\$2,996.40	\$3,071.40	\$3,148.10	\$3,226.80
Grade 3 Year 2	\$3,153.40	\$3,232.20	\$3,313.00	\$3,395.80
Grade 3 Year 3	\$3,469.20	\$3,555.90	\$3,644.80	\$3,735.90
Grade 4	\$3,907.40	\$4,005.10	\$4,105.20	\$4,207.80

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**1. HIGHER QUALIFICATIONS ALLOWANCE (PER WEEK)**

Qualification Allowance		FFPPOA 1 November 2012	FFPPOA 1 November 2013	FFPPOA 1 November 2014	FFPPOA 1 November 2015
			2.50%	2.50%	2.50%
Graduate Certificate		\$42.90	\$44.00	\$45.10	\$46.20
Graduate Diploma		\$69.75	\$71.50	\$73.30	\$75.10
MAACB, M Sc, M App. Sc., MAIP,		\$80.50	\$82.50	\$84.55	\$86.65
FAACB, FAIMLS, Ph.D, D Sc, FAIP, FIMLS		\$107.30	\$110.00	\$112.75	\$115.55

## **SCHEDULE L - SOUTHERN HEALTH ORGANISATIONAL CHANGE AGREEMENT**

### **1. Title**

This schedule shall be known as the Southern Health & Health Services Union (Organisational Change) Agreement.

### **2. Incidence and Parties Bound**

2.1 This schedule shall bind Southern Health and all employees who are eligible to be members of the Health Services Union.

2.2 This schedule only applies to permanent, full-time and part-time employees including staff who are improperly classified as Casual who should be more properly regarded as permanent part-time, under the terms of the Agreement.

2.3 In the case of those who are on fixed term/temporary contracts, the provisions of this schedule will apply only in regard to redeployment necessary to ensure satisfaction of the particular temporary employment arrangement. This will not infer any obligation for the Health Service to extend or make permanent the employment of any such employee whose employment would otherwise than for the operation of this agreement have ceased.

### **3. Definitions**

3.1 "Affected Employee" means a staff member as defined in clause 2.1 who is subject to organisational change proposals which have a significant effect on that employee.

3.2 "Continuous Service" means service as defined by the Agreement in the relevant clause for Long Service Leave purposes.

3.3 "Employee Relations Co-ordinator" means a person who is skilled in the process of change management and who has been designated by the Chief Executive Officer to assist in coordinating organisational changes within the Health Service.

3.4 "Health Service" means all facilities and services of any hospital managed by the Southern Health Board at the date of signing of the Agreement.

3.5 "Ordinary Pay" means the wage or salary an employee would normally receive when going on Long Service Leave as defined in the relevant clause of the Agreement.

3.6 "Organisational Change" means change in production, program, organisational structure or technology which is likely to have a significant effect on employees;

3.7 "Reasonable Offer" means an offer of a position similar to the position held by an affected employee in terms of duties, responsibilities and salary and includes an offer of a position which may require further training on the affected employee's part to satisfy the requirements for that position. If a similar position is unavailable, then the best alternative available in terms of similar salary but



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not necessarily duties and responsibilities shall also constitute a reasonable offer;

- 3.8 "Significant effect" means a change to an employee's existing employment situation which may include:
- (a) the employee's position being made redundant;
  - (b) termination of employment;
  - (c) major changes in the composition, operation or size of the workforce or in the skills required;
  - (d) the elimination or diminution of job opportunities or job tenure;
  - (e) alteration to the employee's hours of work;
  - (f) the need for retraining or relocating the employee to other work or locations within the Health Service; or
  - (g) the restructuring of jobs.
- 3.9 The "Agreement" means the Public Sector and Health Services Union Multi-Employer Collective Agreement 2008.
- 3.10 "Union" means the Health Services Union.

### 4. Arrangement

<b>Subject matter</b>	<b>Clause Number</b>
Arrangement	4
Consultation	5
Definitions	3
Departure Packages (VDP/SP)	12
Dispute Resolution	14
Employee Relations Co-ordinator	5
Income Maintenance	10
Job Bureau	6
Redeployment	7
Relocation	9
Retraining	8
Redundancy and Redeployment	
Implementation	11
Title	1
Workcover	13

### 5. Consultation

- 5.1 The Health Service places importance on the need to consult on matters that have a Significant Effect on staff.
- 5.2 Where the Health Service has made a definite decision to implement Organisational Change that is likely to have a Significant Effect on employees, it

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shall as early as practicable consult with employees and their representatives which may include the Union.

5.3 The Employee Relations Co-ordinator shall operate as the principal contact to arrange discussion on major change initiatives.

5.4 The Health Service shall discuss with the affected employees and their representatives, which may include the Union. amongst other things:

- (a) the introduction of changes likely to have a significant effect on employees;
- (b) the effects such changes are likely to have on employees;
- (c) the reasons for any proposed redundancies and measures to avert or mitigate the adverse effects of such changes on employees;

and shall give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes. These discussions shall commence as soon as practicable after the notification in accordance with subclause 5.5 has been made.

5.5 For the purposes of such discussion the Health Service shall provide in writing to the affected employees and their representatives, which may include the Union, with at least 14 days notice where practicable;

- all relevant information about the changes;
- reasons for any proposed redundancies and the number of employees and categories likely to be affected;
- the period over which the terminations are likely to take place; and
- the expected effects of changes on employees and other matters that may impact on them

provided that the Health Service shall not be required to disclose confidential information, the disclosure of which would be inimical to its interests.

### Role of Employee Relations Co-ordinator

5.6 The Health Service endeavours to provide an environment of information sharing and feed back through all levels of the organisation.

The Chief Executive Officer shall nominate a person to fulfil the role of an Employee Relations Co-ordinator to ensure consultation and dispute and/or grievance processes of this agreement are appropriately acted upon.

5.7 The responsibilities of the Employee Relations Co-ordinator include;

- ensuring an agreed process and structure is established between the parties on an appropriate consultative framework to deal with matters arising from the implementation of this schedule.

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- Ensuring that consultation on Organisational Change between affected employees and their representatives, which may include the Union, and relevant managers, occurs on a regular and agreed basis. This shall include the provision of staffing profiles.
- providing counselling and retraining support (subject to any financial and timing constraints) to assist in redeployment where appropriate.
- ensuring disputes or grievances arising through the application of this schedule are processed through the disputes resolution clause of the Agreement.
- making recommendations to management in relation to any redeployment, retraining, relocation or redundancy issues applicable to an affected employee.
- providing regular reports and advice to management and employee representatives which may include the Union.

### **6. Southern Health Job Bureau**

#### **6.1 Introduction**

The parties agree to establish a Job Bureau to facilitate the orderly processing of redeployment, recruitment, retraining and redundancy issues and to enhance employee relations within the Health Service.

#### **6.2 Role of Job Bureau**

The role of the Job Bureau is;

- to ensure each hospital has mechanisms for displaying relevant information to all staff in relation to employment opportunities;
- to ensure internal staff have first opportunity for positions, prior to external advertising;
- to facilitate a matching process between job vacancies and displaced staff;
- to ensure recruitment decisions are based on merit in accordance with the key selection criteria;
- to provide information to excess staff on job opportunities within the Health Service;
- to provide regular information to management and the employee representatives regarding job vacancies and the outcomes of the Job Bureau;
- to ensure absent employees who are deemed to be Affected Employees are consulted on organisational change which may have a significant effect on that person's employment;

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- where appropriate, Southern Health will provide other health services with relevant employment details of an affected employee.
- 6.3 The Health Service will appoint a staff person to coordinate the activities of the Job Bureau. The parties agree that the applicable employee representatives will be given reasonable time off the job to work as facilitators and to provide links with the Job Bureau on organisational change issues that are impacting affected employees.
- 6.4 The Job Bureau will maintain a register of all employees whose positions have become surplus (“excess staff”) together with details of the surplus position and the employees qualifications, skills and experience.
- 6.5 Excess staff shall be given the first opportunity to apply for vacant positions.
- 6.6 Qualifications, skills, experience and work performance of “excess” staff will be matched against key selection criteria of the position.
- 6.7 The Health Service is committed to appointing the best person for the vacant position.
- 6.8 If no affected employee is deemed suitable for such position, the vacancy will be internally advertised for 7 days followed by external advertising.

### **7. Redeployment**

- 7.1 When the Health Service has made a definite decision to undertake, Organisational Change and/or positions are declared redundant, the Job Bureau shall seek redeployment opportunities for Affected Employees.
- 7.2 Where a service is downsized, closed or relocated to another health service, affected employees shall be given equal employment and career opportunities to other staff within the Health Service.

To facilitate this objective, all positions shall be “spilled” in the areas where the services are relocated to or in the area redeployed to (where there is more than one affected employee). This will give the affected employees the opportunity to apply for the vacant positions in which they are qualified to perform.

- 7.3 The parties agree the following sequence of events should apply in cases of redeployment of Affected Employees:
- (a) The affected employee/s details will be recorded on the Job Bureau register.
  - (b) The affected employee/s shall immediately be notified in writing of the nature of the change, the date on which they enter the redeployment process and the projected date on which the redeployment period expires. The period during which redeployment opportunities are investigated (“redeployment period”) is limited to 13 weeks. The redeployment period will commence from the date on which registration with the Job Bureau occurs.

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- (c) An employee who elects to discontinue redeployment may elect to be paid out the unexpired period (refer clause 12.3).
- (d) The Job Bureau shall make every effort to redeploy affected employees to a position equivalent or as close to their own in terms of classification and income.
- (e) If no equivalent position is available, affected employees will need to be flexible in accepting a Reasonable Offer.
- (f) All vacancies will be directed to the Job Bureau in the first instance before any external advertising is conducted.
- (g) Excess staff will be identified and matched to any suitable position.
- (h) The matching/investigation process is limited to the redeployment period, as defined in clause 7.3(b) above.
- (i) Where the redeployment;
  - is to a position of a lower paid classification than previously held; or
  - is to a position which offers shorter hours than previously held; or
  - results in a loss of variable allowances.The income maintenance arrangement outlined in clause 10 shall apply.
- (j) (Where a position has been declared redundant and alternative redeployment opportunities have not been identified by the end of the Redeployment Period, the affected employee shall be given a Separation Payment (S.P.) in accordance with subclause 12.2.

### **8. Retraining**

- 8.1 Retraining may be granted by the Health Service if it is considered that an affected employee's opportunity for redeployment would be significantly increased by undertaking such training.
- 8.2 Where retraining opportunities are available the following principles shall apply;
  - (a) If internal training is undertaken by an affected employee in a redeployment situation, any associated training costs shall be met by the affected employees previous department.
  - (b) If external training is undertaken by an affected employee in a redeployment situation, the costs shall be met by the affected employee's new department.
  - (c) During the retraining period, income will be maintained in accordance with clause 10 of this schedule.

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- (d) Retraining shall be provided to the extent that it would normally be provided to any new employee in that position.

### 9. Relocation

#### Permanent transfer:

- 9.1 Relocation for the purpose of this section means where an Affected Employee is required to permanently transfer to a program or service based at another hospital within the Health Service.
- 9.2 An employee shall be ineligible for the provisions of this clause under the following circumstances;
- (a) Where movement within the Health Service is part of an existing employment contract or arrangement of duties.
- (b) Where working at an alternative work site is regarded as a custom and practice.
- (c) Where transferred from a program or service to another program or service within the same address location/work site.
- 9.3 The Health Service shall ensure that employees who are to be relocated are given full orientation and provided with information of the new location's operations and facilities.
- 9.4 The Health Service shall provide at least seven days notice of relocation for permanent or temporary transfers in excess of one month, unless otherwise mutually agreed.
- 9.5 It is recognised that individual employees may suffer financial loss in relation to additional travelling expenses, car parking and other appropriate expenses as a result of permanent relocation within the Health Service.
- A lump sum payment up to \$750 may be made. The amount will be assessed on additional kilometres travelled, any charges for hospital car park use, additional public transport costs or any other additional expenses incurred as a result of the permanent relocation.
- 9.6 The lump sum payment referred to in clause 9.5 is a once only payment to an affected employee. Any subsequent relocations will not attract a lump sum payment.
- 9.7 Temporary movement of staff:
- Staff may be required to perform work at other hospitals within the Health Service for temporary periods of time to meet operational and staffing requirements. It is recognised that staff may incur additional travelling expenses as a result of temporary movement within the Health Service.

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Where the travel to another hospital exceeds the distance travelled between home and the current work place, then the employee shall be reimbursed, the difference travelled at the rates prescribed by SCHEDULE B of the Agreement.

### **10. Income Maintenance**

#### 10.1 An Affected Employee:

- (a) who is redeployed within the Health Service, to a position of lower classification, grade or wage group which attracts a lower income than the position previously held; or
- (b) whose income is reduced as a result of an Organisational Change

shall be entitled to income maintenance as prescribed by this clause.

10.2 The affected employee's income maintenance allowance shall be calculated by averaging the previous twelve months income (excluding overtime) prior to the change, to achieve a weekly rate for calculation purposes. This will exclude any period of unpaid time.

10.3 The income maintenance period shall not exceed 52 weeks. The affected employee's income maintenance shall be calculated by taking the difference between the amount calculated in clause 10.2 and the new weekly Ordinary Rate Of Pay. The difference calculated shall be multiplied by the period of weeks outlined in this clause.

10.4 Income maintenance will be paid as a lump sum at the beginning of the redeployment period.

10.5 An employee shall be entitled to receive income maintenance only once in relation to each organisational change.

10.6 If the affected employee ceases employment in a position referred to in clause 10.1 (for whatever reason) prior to the 52 weeks income maintenance period and has received a lump sum referred to in clause 10.4, that employee shall repay the Health Service the balance of the lump sum. This balance represents the amount the employee would have been entitled to for the period calculated from the date the employee ceases employment to the end of the maintenance period which would have applied had the employee not ceased employment in that position.

### **11. Redundancy and Redeployment Implementation**

#### **11.1 Voluntary Departure Process**

In identifying surplus positions and staff, the Health Service. may adopt the following:

- Call for volunteers interested in seeking voluntary departure package; and
- make offers based on organisational needs.

### **11.2 Redundancy Process**

- Where a position is deemed redundant, attempts will be made to find alternative employment in accordance with clause 7.
- Alternative employment may involve, subject to the agreement of the employee, a reduction in salary in accordance with clause 7.3(e) and (i). Alternative employment may also involve retraining in accordance with clause 8.
- Where no redeployment opportunities have been identified in accordance with the provisions of this schedule, a Separation Payment (S.P.) in accordance with clause 12.2 will apply.

### **11.3 Redundancy for Superannuation Purposes**

The Health Service shall apply to the Hospitals Superannuation Board for redundancies under this clause to be treated as 'bona fide redundancies' under section 3 i) of the Hospital Superannuation Act 1988 (Victoria). This means that redundant staff may access employer contributions.

### **11.4 Financial Counselling**

Financial advice to affected employees is available through the Work Force Advisory Services (W.F.A.S.). Employees reserve the right to seek private financial counselling and shall accept responsibility for any professional fees that occur. The Health Service agrees to pay a cost up to \$300 to an affected employee. A receipt to be provided before any reimbursement is made.

## **12. Departure Packages**

### **12.1 Voluntary Departure Package**

Calculation of entitlements shall be in line with Victorian Government policy for Voluntary Departure Packages as at the time of termination except that continuous service shall be calculated pro-rata on a monthly basis.

### **12.2 Separation Package (S.P.)**

Calculation of entitlements shall be in line with Victorian Government policy for Targeted Separation Packages as at the time of termination.

### **12.3 Unexpired Portion of Redeployment Period**

In addition to the above, an employee who has elected to discontinue a period of redeployment as per clause 7.3(c) shall be entitled to a lump sum amount equal to the unexpired portion of the redeployment period.



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### **13. Workcover**

#### **13.1 Preamble**

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

#### **13.2 Rehabilitation**

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

#### **13.3 Entitlement to Departure Package**

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

#### **13.4 Effect of Departure Package on Work Cover Claims**

The Work Cover entitlement of a claimant who takes a departure package will be governed by the provisions of the Accident Compensation Act.

### **14. Dispute Resolution**

Any disputes arising from this schedule shall be dealt with in accordance with the Disputes Settling Procedures of the Agreement.

## **SCHEDULE M - ST. VINCENT'S HOSPITAL ORGANISATIONAL CHANGE AGREEMENT**

### **1. Incidence and Parties Bound**

- 1.1 This schedule shall bind St. Vincent's Hospital ("the employer") and all employees who are eligible to be members of the Health Services Union who are employed at any workplace operated by the employer.
- 1.2 This schedule only applies to permanent, full-time and part-time employees including staff who are improperly classified as Casual or temporary who should be more properly regarded as permanent, under the terms of the Agreement.
- 1.3 In the case of those who are on fixed term temporary contracts, the provisions of this schedule will apply only in regard to redeployment necessary to ensure satisfaction of the particular temporary employment arrangement. This will not confer any obligation on the employer to extend or make permanent the employment of any such employee whose employment would, otherwise than for the operation of this schedule, have ceased.

### **2. Definitions**

- 2.1 "Affected Employee" means a staff member as defined in clause 1.1 who is subject to organisational change proposals which have a significant effect on that employee.
- 2.2 "Agreement" means the Public Sector and Health Services Union Multi-Employer Collective Agreement 2008.
- 2.3 "Confidential Information" means only information as defined at s 34 of the Freedom of Information Act 1982 (Documents Relating to Trade Secrets etc).
- 2.4 "Continuous Service" means as defined in the Long Service Leave clause of the Agreement.
- 2.5 "Employee Relations Consultant" means a person who is skilled in the process of change management and who has been designated by the Chief Executive Officer. to assist in coordinating a smooth transitional process for monitoring and facilitating organisational changes. This person may be the senior human resources employee of the employer.
- 2.6 "Employer" means St. Vincent's Hospital (Melbourne) Ltd. incorporating St. Vincent's Hospital (Melbourne) Ltd, St. George's Health Service Ltd., Caritas Christi Hospice Ltd. and Prague House.
- 2.7 "St. Vincent's Hospital Board" means persons comprising the St. Vincent's Hospital Board of Directors at the date of signing of this agreement.
- 2.8 "Ordinary pay" means the wage or salary an employee would normally receive when going on Long Service Leave as defined in the Long Service Leave clause of the Agreement.

## Schedule M

- 2.9 "Organisational Change" means change in production, program, organisational structure, patterns of work or technology which are likely to have a significant effect on employees;
- 2.10 "Reasonable Offer" means an offer of a position similar to a previous position held by an affected employee in terms of duties, responsibilities and salary and includes an offer of a position which may require further training on the affected employee's part to satisfy the requirements for that position. If a similar position is unavailable, then the best alternative available in terms of similar salary but not necessarily duties and responsibilities shall also constitute a reasonable offer;
- 2.11 "Significant Effect" means a change to an employee's existing employment relationship which may include but is not limited to:-
- (a) major changes in the composition, operation or size of the Health Service's workforce or in the skills required;
  - (b) the elimination or diminution of job opportunities or job tenure;
  - (c) alteration to the employee's total hours of work;
  - (d) the need for retraining or relocating the employee to other work or locations within the Health Service; or
  - (e) the restructuring of jobs.
- 2.12 "Union" means the Health Services Union.

### 3. Arrangement

<b>Subject matter</b>	<b>Clause Number</b>
Arrangement	3
Change Consultation Process	5
Definitions	2
Voluntary Departure Packages & Targeted Separation Packages (VDP/ TSP)	14 12
Role of Employee Relations Consultant	6
Incidence and Parties Bound	1
Income Maintenance	10
Principles of the Agreement	4
Redeployment	7
Relocation	9
Retraining	8
Redundancy & Redeployment Implementation	11
WorkCover	13

### 4. Principles of the Agreement

- (i) It is acknowledged that the intent of the consultative process is to facilitate the co-operative introductions of change, where this is found to be warranted and that agreement to facilitate this should not be withheld unreasonably.

## Schedule M

- (ii) No change will be implemented which has negative impact upon the employment of employees without the parties first exploring ways in which to eliminate or lessen such negative impact.
- (iii) No employee will lose their job or have their award classification or number of ordinary hours of work per week reduced except by consultation and agreement.
- (iv) No employee will be transferred or moved to another job or department without the provision of appropriate training and consultation and agreement as to the manner in which this will occur.
- (v) No employee will have their job description, responsibilities or duties amended without consultation.
- (vi) Any dispute arising out of this agreement shall be immediately referred to Health Service management and employee representatives, which may include the Union, for prompt resolution.
- (vii) No recommendation agreed to will be implemented where the change recommended impacts upon any work group without those other work groups first having been consulted by Hospital management and the working parties.
- (viii) No employee will be required to perform work outside the tasks, functions and responsibilities that would normally be performed by that specific classification of employment without consultation and agreement with the employees and their representatives which may include the Union.

### **5. Change Consultation Process**

- 5.1 The parties agree on the need to consult on matters that have a Significant Effect on staff.
- 5.2 The Employee Relations Consultant (refer clause 6) shall operate as the principal contact to arrange discussion on major change initiatives.
- 5.3 The employer shall discuss with the affected employees, and, their representatives, which may include the Union, amongst other things:
  - (a) the introduction of changes likely to have a significant effect on employees;
  - (b) the effects such changes are likely to have on employees;
  - (c) the reasons for any proposed changes in the employment relationship and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes. These discussions shall commence as soon as practicable after the notification in accordance with clause 5.4 has been made.

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- 5.4 For the purposes of such discussion, the employer shall provide in writing to the affected employees, and their representatives which may include the Union, with at least 14 days notice where practicable:
- all relevant information about the changes;
  - reasons for any proposed changes in the employment relationship and the number of employees and categories likely to be affected;
  - the period over which the changes in the employment relationship are likely to take place; and
  - the expected effects of changes on employees and other matters that may impact on them provided that the employer shall not be required to disclose Confidential Information the disclosure of which would be inimical to the employer's interests.
- 5.5 No change will be implemented which has a negative impact upon the employment of employees without the parties first exploring ways in which to eliminate or lessen such negative impact.
- 5.6 No employee will lose their job or have their classification or number or ordinary hours of work per week reduced except by consultation .
- 5.7 No employee will be transferred or moved to another job or department without the provision of appropriate training and consultation as to the manner in which this will occur.
- 5.8 No employee will have their job description, responsibilities or duties amended without consultation.
- 5.9 Any dispute arising out of this schedule shall be immediately referred to Health Service management and employee representatives which may include the Union, for prompt resolution.
- 5.10 No recommendation agreed to will be implemented where the change recommended impacts upon any work group without those other work groups first having been consulted by Hospital management and the working parties.
- 5.11 No employee will be required to perform work outside the tasks, functions and responsibilities that would normally be performed by that specific classification of employment without consultation with employees and the employee representatives, which may include the Union.
- 5.12 At the request of either employees or management, a working party comprising equal representation from management and employee representatives shall be established It shall be the purpose of this working party to monitor the procedures in this schedule and to facilitate the internal redeployment processes contained herein. A working party need not be established if other mutually acceptable alternative mechanisms are preferred.

Specifically the working party shall:

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- (a) examine, consider and make recommendations on alternatives to any changes proposed which may minimise or eliminate detriment to employees;
- (b) upon a decision by management to proceed with the proposed changes, recommend the process and timetable for implementation;
- (c) ensure that employees whose positions are to be made redundant are promptly counselled. The employee may seek additional counselling from a Union or other representative and/or department head as to the redeployment process to be adopted and the placement services available;
- (d) ensure that the Health Service in consultation with employees and their representatives, which may include the Union, arranges suitable training and identifies alternative positions within the Hospital for employees whose positions have been declared redundant;
- (e) make recommendations on all issues relating to redundancy including the timing of any offer;
- (f) ensure that employee working party representatives are permitted to take necessary time off work to carry out functions associated with the organisational change.

### **6. Role of Employee Relations Consultant**

- 6.1 The employer will endeavour to provide an environment of information sharing and feed back through all levels of the organisation.

The Chief Executive Officer shall nominate a person to fulfil the role of an Employee Relations Consultant to ensure consultation and that the disputes and/or grievance processes are appropriately acted upon.

- 6.2 The responsibilities of the Employee Relations Consultant include:

- ensuring an agreed process and structure is established with the employees and, their representatives on an appropriate consultative framework to deal with matters arising from the implementation of this schedule.
- ensuring consultation with the affected employees, their representatives and their managers takes place on organisational change, including staffing profile issues, on a regular agreed basis;
- to ensure that excess internal staff have first opportunity for positions, prior to external advertising;
- to facilitate a matching process between job vacancies and displaced staff;
- to ensure recruitment decisions are being based on merit in accordance with the key selection criteria;

## Schedule M

- to provide regular information to management and employee representatives regarding job vacancies and the outcomes or the matching and/or interview process;
- to ensure absent employees who are deemed to be Affected Employees are consulted on organisational change, which has a significant effect on that person's employment.
- providing counselling and retraining support (subject to any financial and timing constraints) to assist in redeployment where appropriate;
- ensuring disputes or grievances arising through the application of this schedule are processed through the Disputes Settling Procedures of the Agreement;
- making recommendations to management in relation to any redeployment, retraining, relocation or issues arising from changes in the employment relationship applicable to an affected employee (as defined);
- providing regular reports and advice to management and employee representatives. This may include development and circulation of a redeployment newsletter to affected and other staff.

6.3 The parties agree to establish a process to facilitate the orderly processing of redeployment, recruitment, retraining and issues arising from changes in the employment relationship and to enhance employee relations within the employer's workplaces.

### **7. Redeployment**

7.1 When the employer has made a definite decision to undertake, organisational change and/or positions are declared redundant, the employer shall identify redeployment opportunities for Affected Employees and, advise employee representatives of such opportunities.

7.2 The parties agree that the following sequence of events should apply in cases of redeployment of Affected Employees:

- (a) the Affected Employee/s shall immediately be notified in writing of the nature of the change, the date on which they enter the redeployment process and the projected date on which the redeployment period expires. The period during which redeployment opportunities are investigated ("redeployment period") is limited to 13 weeks. The redeployment period will commence from the date on which the employee receives and acknowledges the written notification.
- (b) every effort to redeploy Affected Employees to a position equivalent or as close to their own in terms of classification and income. To this end the change consultation process as per clause 6 of this schedule shall be utilised.
- (c) if no equivalent position is available, affected employees will need to be flexible in accepting a Reasonable Offer.

## Schedule M

- (d) all vacancies will be directed to the designated Employee Relations Consultant in the first instance before any external advertising is conducted.
- (e) excess staff will be identified and matched to any suitable position.
- (f) the matching/investigation process is limited to the redeployment period, as defined in clause 8.2(a) above.
- (g) where the redeployment;
  - is to a position of a lower paid classification than previously held; or
  - is to a position which offers shorter hours than previously held; or
  - results in a loss of variable allowances, the income maintenance arrangement outlined in clause 10 shall apply.
- (h) where a position has been declared redundant by the employer at a date and time specified by the employer and alternative redeployment opportunities have not been identified by the employer by the end of the redeployment period, the Affected Employee shall be offered separation payments in accordance with clause 14.
- (i) where an employee whose position has been declared redundant elects to discontinue the 13-week redeployment period provided for by this clause, they shall be entitled, in addition to all other entitlements, to a lump sum payment equal to the unexpired portion of the redeployment period.
- (j) any disputes arising from this clause shall be dealt with in accordance with the Disputes Settling Procedures of the Agreement.

### **8. Retraining**

- 8.1 Retraining may be granted by the employer if it is considered that an affected employee's opportunity for redeployment would be significantly increased by undertaking such training.
- 8.2 Where retraining opportunities are available, the following principles shall apply:
  - (a) if internal training is undertaken by an affected employee in a redeployment situation, any associated training costs shall be met by the affected employees' previous department.
  - (b) if external training is undertaken by an affected employee in a redeployment situation the costs shall be met by the employer.
  - (c) during the retraining period, income will be maintained in accordance with clause 11 of this agreement.
  - (d) retraining shall be provided to the extent that it would normally be provided to any new employee in that position.



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### **9. Relocation**

- 9.1 Relocation for the purpose of this clause means where an Affected Employee is required to permanently transfer to a program or service within the control of the employer.
- 9.2 An employee shall be ineligible for the provisions of this clause under the following circumstances:
- (a) where working at an alternative work site is regarded as a custom and practice.
  - (b) where transferred from a program or service to another program or service within the same address location/work site.
- 9.3 The employer shall ensure that employees who are to be relocated are given full orientation and provided with information of the new location's operations and facilities.
- 9.4 The employer shall provide at least seven days notice of relocation for permanent or temporary transfers in excess of one month, unless otherwise mutually agreed upon.
- 9.5 It is recognised that individual employees may suffer financial loss in relation to additional travelling expenses, car parking and other appropriate expenses as a result of permanent relocation. A lump sum payment up to one week's full time salary of a Medical Scientist Grade 2, Year 3 as prescribed by SCHEDULE B to the Agreement will be made inclusive of Higher Qualification and Radiation Safety Officer Allowances. The amount will be assessed on additional kilometres travelled, any charges for car park use, additional public transport costs or any other additional expenses incurred as a result of the permanent relocation.
- 9.6 The lump sum payment referred to in clause 9.5 is a once only payment to an affected employee. Any subsequent relocations will not attract a lump sum payment.

### **10. Income Maintenance**

- 10.1 An Affected Employee who:
- (a) is redeployed within the Hospital or to a program or service within the control of the employer, to a position of lower classification, grade or wage group which attracts a lower income than the position previously held; or
  - (b) whose income is reduced as a result of an organisational change;
- shall be entitled to income maintenance as prescribed by this clause.
- 10.2 The Affected Employee's income maintenance allowance shall be calculated by averaging the previous twelve months income (excluding overtime) prior to the change, to achieve a weekly rate for calculation purposes, this will exclude any period of unpaid time.

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10.3 The income maintenance period shall not exceed 52 weeks. The affected employee's income maintenance shall be calculated by taking the difference between the amount calculated in clause 11.2 and the new weekly Ordinary Rate Of Pay. The difference calculated shall be multiplied by the period of weeks outlined in this clause.

10.4 An employee shall be entitled to receive income maintenance only once in relation to each organisational change.

### **11. Redundancy and Redeployment Implementation**

#### **11.1 Voluntary Departure Process**

In identifying surplus positions and staff, the Hospital may adopt the following:

- Call for volunteers interested in seeking voluntary departure package and
- Make offers based on organisational needs.

#### **11.2 Redundancy Process**

- Where a position is deemed redundant by the employer, attempts will be made to find alternative employment in accordance with clause 7.
- Alternative employment may involve, subject to the agreement of the employee, a reduction in salary in accordance with clause 7. Alternative employment may also involve retraining in accordance with clause 8.
- Where no redeployment opportunities have been identified in accordance with the provisions of this schedule, a separation payment (VDP/TSP) in accordance with clause 14 shall be offered.

#### **11.3 Redundancy for Superannuation Purposes**

The employer shall apply to the Health Services Superannuation Board for redundancies under this clause to be treated as 'bona fide redundancies' under section 3 i) of the Hospital Superannuation Act 1988 (Victoria). This means that redundant staff may access employer contributions.

#### **11.4 Financial Counselling**

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

#### **11.5 Outplacement Service**

On closure of a Health Service, an outplacement support program is available to affected employees for up to two weeks.

**12. Voluntary Departure Packages and Targeted Separation Packages**

It is agreed between the parties that the packages outlined in clause 14 will continue for the life of the Agreement. It is also agreed between the parties that after the expiry date of the Agreement, any changes to the amounts of Voluntary Departure Packages or Targeted Separation Packages brought about by changes in government policy would then apply unless another certified agreement was negotiated between the parties in relation to these matters.

**13. WorkCover**

**13.1 Preamble**

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

**13.2 Rehabilitation**

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

**13.3 Entitlement to Departure Package**

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

**13.4 Effect of Departure Package on Work Cover Claims**

The Work Cover entitlement of a claimant who takes a departure package will be governed by the provisions of the Accident Compensation Act.

**14. Separation packages**

**14.1 Targeted Separation Package (TSP)**

Calculation of entitlements shall be in line with Victorian Government policy for Targeted Separation Packages as at the time of termination except that the calculation of pay and service for this package will be on the same basis as the prevailing standard for Long Service Leave in the Agreement.

**14.2 Voluntary Departure Package (VDP)**

Calculation of entitlements shall be in line with Victorian Government policy for Voluntary Departure Packages as at the time of termination.

## SCHEDULE N - ST VINCENT'S HOSPITAL (Melbourne) Ltd. GENERAL CONDITIONS AGREEMENT

### 1. Arrangement

<b>Subject matter</b>	<b>Clause Number</b>
Arrangement	1
Overtime	2
Long Service Leave	3
Income Protection	4
Personal Development Leave	5
Occupational Health and Safety	6
Rehabilitation	7

### 2. Overtime

- 2.1 The following clause shall apply in addition to all other overtime provisions of this Agreement.
- 2.2 Notwithstanding any other provision of this Agreement an employee may elect in lieu of payment of overtime to take time off equivalent to the time worked at the appropriate penalty rate at a time mutually agreed between the employer and the employee, in which case the time off shall be granted within two weeks of working the overtime, or by mutual agreement between the employer and the employee, an employee may elect in lieu of payment of overtime to take time off equivalent to the time worked at ordinary time in conjunction with their annual leave.
- 2.3 In the event that an employee elects in lieu of payment of overtime to take time off in conjunction with their annual leave, such time will not be subject to the annual leave loading.

### 3. Long Service Leave

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

### 4. Income Protection

- 4.1 The provisions of this clause wholly replace clause 23 of the St. Vincent's Hospital (Medical Scientists and Psychologists) Enterprise Agreement 1994 (the 1994 Agreement).
- 4.2 Subject to the conditions set out in sub clauses (i)-(x) below the employer shall insure eligible employees covered by this Agreement for income protection in the event of illness or injury. The policy shall provide for payment of 75% of pre-injury or illness earnings for a period of up to two years after a waiting period of 30 days. The payments to the employee shall be made on a fortnightly basis through the St. Vincent's Hospital payroll system.
- 4.3 Eligible employees are Medical Scientists, Dietitians, Perfusionists and Psychologists, other than those excluded under subclause (iv) of this clause
- 4.4 The following classes of employees will not be covered by the Income Protection Plan. Their entitlement to Personal Leave and their rate of accrual will be in accordance with this Agreement.

- (a) New employees over 60 years of age
- (b) Employees over 65 years of age
- (c) Employees whose contract hours are less than 15 hours per week.
- (d) Pharmacists.

- 4.5 Eligible employees may elect to use their accrued Personal Leave credits in excess of 30 days, after the 30 day waiting period has expired, or to move into income protection and cease receiving paid Personal Leave at the end of the 30 day waiting period.
- 4.6 From the date of operation of this Agreement, eligible employees shall accrue personal leave at the rate of 12 days/91 hours and 12 minutes per annum . From 23 November 2009 eligible employees shall accrue Personal Leave at the rate of 16 days/121 hours and 36 minutes per annum (pro rata for part-time employees).
- 4.7 Staff who are aged 65 years or more at the date of approval of this Agreement or who turn 65 after 23 November 2009 will have re-credited all Personal Leave foregone on account of the 1994 Agreement, for the entire duration of their employment at St Vincent’s Hospital.
- 4.8 The Personal Leave credits of employees whose contract hours are less than 15 per week will be audited by the employer and any leave that was wrongly reduced since 1994 will be re-credited for the entire period that the reduction occurred.
- 4.9 Pharmacists who have been on the Income Protection Scheme will cease to be covered by the scheme at the date of approval of this Agreement. Any leave that was wrongly reduced since 1994 will be re-credited for the entire period that the reduction occurred.
- 4.10 Personal Leave entitlements foregone under the 1994 Agreement and this Agreement, on account of Income Protection Insurance, will be re-credited to staff who leave the organisation for the purposes of providing a Certificate of Service.
- 4.11 The employer will conduct a review of the plan during the life of the Agreement. The Union will be consulted as part of the review process.

**5. Personal Development Leave**

- 5.1 In addition to all other provisions of this Agreement each employee shall be entitled to two days of personal development leave each calendar year.
- (a) Additional personal development leave may be granted by the employer.
  - (b) The initiative to take such leave is expected to lie with each employee.
  - (c) Personal development leave must be broadly relevant to the employee’s work.
  - (d) In granting personal development leave, the relevant unit, department or division had shall take account of the day to day requirements of the area concerned.
  - (e) The employer shall make every endeavour to provide adequate staffing relief for an employee who takes such leave.

5.2 Personal development leave is not cumulative from one year to the next.

**6. Occupational Health and Safety**

6.1 The provisions of this clause shall be read and interpreted subject to the Occupational Health and Safety Act 2004 (VIC).

6.2 In the event of any inconsistency between the Victorian Occupational health and Safety Act 1985, and the provisions of this schedule, this schedule shall prevail to the extent of any inconsistency.

6.3 The employer will maintain a system of agreed designated work groups with employees, and their representatives which may include the Union.

6.4 Elections for employee occupational health and safety representatives shall be conducted by the employees and their representatives which may include the Union on behalf of the employer and the designated work group.

6.5 Employees representatives which may include the Union, shall be entitled to nominate an agreed number of occupational health and safety representatives to the employer's Occupational health and Safety Committee which shall comprise equal numbers of employer and employee representatives.

6.6 Occupational health and safety representatives shall be entitled to attend approved relevant courses. Any reasonable course fees shall be paid by the employer.

**7. Rehabilitation**

7.1 The provisions of this subclause shall be read and interpreted subject to the Occupational Health and Safety Act 2004 (VIC).

7.2 In the event of any inconsistency between the Victorian Accident Compensation Act 1985 and/or the occupational health and safety and rehabilitation policies of St. Vincent's Hospital and the provisions of this clause, this clause shall prevail to the extent of the inconsistency.

7.3 The parties to this schedule are committed to achieving a healthy and safe work environment for all employees and will actively seek to ensure the prevention of workplace injury and illness as far as is practicable.

7.4 The parties to this Agreement are committed to an early intervention strategy which identifies work practices that may place employees at risk and ensures the early reporting of hazards, symptoms and signs of injury and disease.

7.5 It is realistic to assume, despite the preventative measures undertaken, that in any work environment injuries will occur from time to time. Consequently there is a need for a rehabilitation process aimed at minimising the suffering and cost incurred and maximising the speed with which injured employees are returned to their pre-injury or other suitable employment.

7.6 The parties to this schedule are therefore committed to the early and effective occupational rehabilitation of injured employees.

7.7 Occupational rehabilitation is a planned strategy to achieve the restoration of injured/ill employees to the fullest physical, psychological, social, vocational and economic usefulness of which they are capable. It includes the provision of any reasonable and appropriate services

required to achieve this, consistent with medical advice. The provision of effective rehabilitation is an integral part of a workplace occupational health, safety and welfare program.

- 7.8 Early intervention leads to maximum gains from rehabilitation. Rehabilitation should begin as soon as the injury is reported and in a manner consistent with the advice of the employee's treating practitioner. The aim should always be to keep the employee at work if at all possible.
- 7.9 No employee shall be terminated solely for the reason that the employee has lodged a claim for compensation, is on Workcover, or is incapacitated for work.
- 7.10 The employer will ensure that consultation occurs with each of the parties needed to secure an employee's return to work after illness or injury.
- 7.11 Where requested or where necessary, the employer will consult with employee representatives to ensure that the occupational rehabilitation programs affecting or involving employees proceed effectively and without disputation.
- 7.12 Where the employee's treating practitioner and/or a medical practitioner provided and paid for by the Workcover Authority, the employer or the Insurer are providing conflicting medical opinion, the employee shall be entitled to resolve such conflict by obtaining another medical opinion, at the employer's expense, from a mutually agreed, suitably qualified, independent medical practitioner. At the request of either party, the employer and employee representatives will consult and develop an agreed list of doctors to meet the requirements of this provision.
- 7.13 The following principles will apply to the return to work of injured employees:
- (a) Consistent with the advice of the employee's treating practitioner and/or rehabilitation provider, the return to work aspect of the rehabilitation should initially aim to return injured employees to their original duties, position and work location.
  - (b) In the event that an employee's treating practitioner deems that the employee is capable of returning to their pre-injury duties, that position will be made available.
  - (c) Where return to pre-injury position and duties is not possible because of the employee's injury or incapacity, the injured employee's position/duties should be modified by agreement to accommodate the employee's return to work in line with their rehabilitation provider's recommendations and must be approved by the employee's treating doctor. Return to such modified duties shall be without loss of remuneration to the employee.
  - (d) Where return to modified position/duties is not possible because of the employee's injury or incapacity, the employer shall provide other suitable employment, with appropriate training if necessary, without loss of remuneration to the employee concerned.
  - (e) The employer must provide suitable employment to a partially incapacitated employee within six weeks of the employee's treating doctor or rehabilitation provider determining that an injured employee is no longer totally incapacitated for work.
  - (f) Employees will be returned to work in positions for which they are appropriately qualified by reason of qualifications and experience unless this is not possible because of the employee's injury or incapacity. In the latter case, the employee shall be entitled to transfer to a position for which they are appropriately qualified as soon as such a position becomes available.

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