

AP833755CRV - Health Services Union of Australia (Victoria - Private Sector – Medical Scientists, Psychologists and Pharmacists) Award 2004

This Fair Work Australia consolidated award incorporates all amendments up to and including 13 November 2007 (variation [PR979870](#)).

Note: This award was terminated on 13 September 2011 (see [PR511790](#)) in accordance with item 3 of Schedule 5 of the *Fair Work (Transitional Provisions and Consequential Amendments Act) 2009*.

Clauses affected by the most recent amendment(s) are:

- [21. Deductions and allowances](#)
- [36. Travelling transport and fares](#)

About this Award:

This award partially supersedes the Health Services Union of Australia (Victoria Private Sector) Interim Award 1993 [AW783559]

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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

Review of award pursuant to Item 51 of Part 2 of Schedule 5 of the
Workplace Relations and Other Legislation Amendment Act 1996
(C No. 00953 of 1998)

**HEALTH SERVICES UNION OF AUSTRALIA (VICTORIA -
PRIVATE SECTOR) INTERIM AWARD 1993**

(ODN C No. 31827 of 1992)
[Print L0831 [AW783559]]

Various employees

Health and welfare services

COMMISSIONER GRAINGER

MELBOURNE, 27 APRIL 2004

Award simplification.

ORDER

A. The following order is made to consolidate the above award as follows:

By deleting all clauses, schedules and appendices and inserting the following:

PART 1 – APPLICATION

1. TITLE

This award shall be known as the Health Services Union of Australia (Victoria - Private Sector – Medical Scientists, Psychologists and Pharmacists) Award 2004

2. ARRANGEMENT

[2 amended by [PR954862](#); [PR969977](#) ppc 16Dec05]

This award is arranged as follows:

Part 1 – Application

1. Title
2. Arrangement [[PR969977](#)]
3. Anti-discrimination
4. Definitions
5. Operation of award
6. Incidence of award
7. Previous award superseded

Part 2 - Award flexibility

8. Enterprise flexibility
9. Index of facilitative provisions

Part 3 - Dispute resolution

10. Disputes avoidance/settlement procedure

Part 4 - Employer and employee's duties, employment relationship and related arrangements

11. Notification of classification
12. Types of employment
13. Full-time employment
14. Part-time, sessional and relieving employment [[PR970657](#)]
15. Locum employment (pharmacists only) [[PR969977](#)]
16. Notice of termination [[PR954862](#)]
17. Redundancy [[PR954862](#)]
- 17A. Redundancy disputes procedures [[PR954862](#)]

Part 5 - Wages and related matters [[PR954963](#)]

18. Rates of pay [[PR957109](#)]
19. Higher duties
20. Payment of wages
21. Deductions and allowances [[PR979870](#)]
22. Occupational superannuation

Part 6 - Hours of work, breaks, Overtime, Shiftwork, Weekend work

23. Hours
24. Rosters
25. Meal intervals and rest intervals

- 26. Overtime
- 27. On-call/re-call
- 28. Shift work

Part 7 - Leave of absence and public holidays

- 29. Annual leave [PR969977]
- 30. Personal leave [PR969977]
- 30A. Bereavement leave [PR969977]
- 31. Jury service
- 32. Long service leave
- 33. Parental leave [PR969977]
- 34. Examination leave
- 35. Public holidays [PR967645]

Part 8 - Transfers travelling and working away from usual place of work

- 36. Travelling transport and fares [PR979870]

Part 9 - Accident pay, uniform and clothing

- 37. Accident pay
- 38. Uniforms and clothing

Part 10 - Award compliance

- 39. Posting of award

Appendix A - Schedule of respondents

Appendix B - Schedule of respondents

3. ANTI-DISCRIMINATION

- 3.1** It is the intention of the respondents to this award to achieve the principal object in s.3(j) of the *Workplace Relations Act 1996* 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.
- 3.2** Accordingly, in fulfilling their obligations under the disputes avoidance clause, the respondents must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 3.3** Nothing in this clause is taken to effect:
- 3.3.1** any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
 - 3.3.2** 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;
 - 3.3.3** the exemptions in sections 170CK(3) and (4) of the Act.

4. DEFINITIONS

4.1 **Award** shall mean the Health Services Union of Australia (Victoria - Private Sector – Medical Scientists, Psychologists and Pharmacists) Award 2004

4.2 **Commission** shall mean the Australian Industrial Relations Commission.

4.3 **Departments and Sections** shall be determined in the manner set out in clause 18 - Rates of pay.

4.4 **Dietitian** shall mean a person who is eligible for full membership of the Dietitians Association of Australia.

4.5 **Employee** means a person employed by a respondent to this award

4.6 **Employer** shall mean a respondent to this award listed in Schedule A and Schedule B

4.7 **Grouping** means:

4.7.1 For the purpose of Dietitians covered by this award:

Group 1

13.8.1(a) *Group 1 Departments are those designated as such pursuant to the Decision of the Industrial Relations Commission of Victoria in Case Number 92/1987 (D 89/1176).*

13.8.1(b) *This list may be varied by the Award Working Party, subject to endorsement by the Australian Industrial Relations Commission, by the application of the principles set out in the abovenamed Case and Decision.*

13.8.1(c) *St. Francis Xavier Cabrini Private Hospital.*

13.8.2 **Group 2**

13.8.2(a) *Group 2 Departments are those designated as such pursuant to the Decision of the Industrial Relations Commission of Victoria in Case Number 92/1987(D 89/1176).*

13.8.2(b) *This list may be varied by the Award Working Party, subject to endorsement by the Australian Conciliation and Arbitration Commission, by the application of the principles set out in the abovenamed Case and Decision.*

- *St. John of God Hospital (Ballarat);*
- *Freemasons Private Hospital;*
- *Mercy Private Hospital.*

4.8 Higher qualification shall mean:

- 4.8.1** Master of Science, Master of Applied Science, Master of Psychology, Master of Nutrition and/or Dietetics, Master of Arts, Master of Business Administration, Graduate Diploma of Health Administration, Doctor of Philosophy, Doctor of Nutrition and/or Dietetics, Doctor of Psychology or Doctor of Science of a Victorian University or Tertiary Institution or a similar degree recognised by a Victorian University or Tertiary Institution;
- 4.8.2** Diploma of Bacteriology of London University or its equivalent as recognised by that University;
- 4.8.3** Membership or Fellowship of the Australian Association of Clinical Biochemists;
- 4.8.4** Membership or 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 hospital Scientist for a minimum of three years;
- 4.8.5** Fellowship of the Australian Institute of Medical Laboratory Scientists;
- 4.8.6** Human Genetics Society of Australasia Certified Cytogeneticist;
- 4.8.7** Fellow of the Institute of Medical Laboratory Scientists;
- 4.8.8** Member of the Royal College of Pathologists;
- 4.8.9** Master of Audiology;
- 4.8.10** Fellowship Diploma of the Society of Hospital Pharmacists of Australia;
- 4.8.11** Graduate Diploma in Hospital Pharmacy;
- 4.8.12** Graduate Diploma in Clinical Pharmacy.

4.9 Pharmacist definitions

- 4.9.1** **Pharmacist** means a person registered as such under the *Pharmacists Act 1974* (Vic.) and whose name appears on the Pharmacist Register of Victoria.
- 4.9.2** **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.
- 4.9.3** **Trainee Pharmacist** 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.

4.10 Scientist or medical technologist means a person:

- 4.10.1** who holds a degree of Bachelor of Science of a Victorian University or its equivalent as determined by any such University; or
- 4.10.2** who holds a degree of Bachelor of Applied Science from a College of Advanced Education as registered in the National Register of awards in Advanced Education; or
- 4.10.3** who is eligible for Associate Membership of the Australian Institute of Medical Laboratory Scientists (AIMLS); or
- 4.10.4** who is engaged in studies leading to the attainment of being eligible for Associate Membership of the AIMLS; or
- 4.10.5** who is eligible for ordinary membership of the Neurophysiological Sciences Society of Australia; or
- 4.10.6** who is eligible for full membership of the Australian Society of Cardio-Vascular Perfusionists; or
- 4.10.7** who is eligible for ordinary membership of the Australasian Society of Respiratory Technology

4.11 Section for the purposes of clause 18 - Rates of pay, means a specific section of a unit as defined

4.12 Service for the purposes of this award a year of employment shall be deemed to be unbroken notwithstanding:

any annual leave or long service leave taken therein;

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 annual leave or long service leave;

other than for Pharmacists, any absence from work of not more than fourteen days in the year of employment on account of sickness or accident;

in the case of Pharmacists, any absence from work of not more than fourteen days in any year, or if applicable such longer period as provided for Pharmacists in clause 30 - Sick leave, on account of sickness or injury;

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 37 - Accident pay;

any absence on account of leave (other than annual leave or long service leave) granted, imposed or agreed to by the employer;

any absence on any other account not involving termination of employment

- 4.13 A 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.
- 4.14 Trainee Scientist** means any employee engaged in studies leading to the attainment of the qualification Bachelor of Applied Science.
- 4.15 Union** shall mean the Health Services Union of Australia.
- 4.16 Unit** shall for the purposes of clause 18 - Rates of pay, include either 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.
- 4.17 Week** for the purpose of this award a week shall be deemed to commence at midnight on a Sunday.

5. OPERATION OF AWARD

This award shall come into operation from the beginning of the first pay period which commenced on or after April 27, 2004 and shall continue in force for a period of six months.

6. INCIDENCE OF AWARD

6.1 This award shall apply to and be binding on:

6.1.1 the Health Services Union of Australia in respect of its officers and each and every person employed who is a member or is eligible to be a member of the union; and

6.1.2 those employers listed at Appendix A and Appendix B

6.2 This award applies to the occupation of a person who:

6.2.1 holds a degree of Bachelor of Science of a Victorian University or its equivalent as determined by any such University; or

6.2.2 holds a degree of Bachelor of Applied Science from a College of Advanced Education as registered in the National Register of awards in Advanced Education; or

6.2.3 is eligible for Associate Membership of the Australian Institute of Medical Laboratory Scientists; or

6.2.4 is engaged in studies leading to the attainment of being eligible for Associate Membership of the Australian Institute of Medical Laboratory Scientists; or

6.2.5 is eligible for full membership of the Dietitians Association of Australia; or

6.2.6 holds a post graduate diploma in audiology from a Victorian University or its equivalent as determined by any such University; or

6.2.7 is eligible for membership of the Audiological Society of Australia; or

6.2.8 is eligible for ordinary membership of the Neurophysiological Sciences Society of Australia; or

6.2.9 is eligible for full membership of the Australasian Society of Cardiovascular Perfusionists; or

6.2.10 is eligible for ordinary membership of the Australasian Society of Respiratory Technology; or

6.2.11 is employed as a Scientist, Medical technologist, Trainee medical technologist, Perfusionist, Dietitian or Audiologist; or

6.2.12 is a qualified Psychologist or who is lawfully engaged in acquiring post graduate experience as a Probationary Psychologist and who in both cases is employed as a Psychologist but excluding medically qualified Psychologists; or

6.2.13 is employed as a Pharmacist in a hospital

6.3 This order does not extend to any class of work to which the Nurses (Victorian Health Services) Award 2000 [[PR905319](#) [AW790805]] or any successor or replacement award thereto applies.

6.4 Transmission of business

6.4.1 Where a business is before or after the date of this award, 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:

6.4.1(a) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and

6.4.1(b) 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.

6.4.2 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.

7. PREVIOUS AWARD SUPERSEDED

This award supersedes the Health Services Union of Australia (Victoria - Private Sector) Interim Award 1993 [AW783559 [Print L0831]] in relation to Medical Scientists, Psychologists and Pharmacists only. No rights, obligations or liabilities already accrued or incurred under such award shall be affected by such supersession.

PART 2 - AWARD FLEXIBILITY

8. ENTERPRISE FLEXIBILITY

Where the employer or employees wish to pursue an agreement at the enterprise or workplace about how the award should be varied so as to make the enterprise or workplace operate more efficiently according to its particular needs the following process shall apply:

- 8.1** A consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or workplace will be established.
- 8.2** For the purpose of the consultative process the employees may nominate the union or another to represent them.
- 8.3** Where agreement is reached an application will be made to the Commission, provided it meets the requirements of s.113A and s.113B of the Act.

9. INDEX OF FACILITATIVE PROVISIONS

9.1 A facilitative provision is one which provides that the standard approach in an award provision may be departed from by agreement between an individual employer and the union and/or an employee, or the majority of employees, in the enterprise or workplace concerned.

9.2 Facilitative provisions in this award are contained in the following clauses:

Clause title	Clause numbers
Superannuation - choice of fund	22.2.1(b)
Hours	23.1.1
Hours - ADO	23.3
Overtime - time in lieu	26.1.3
Overtime - Pharmacists	26.2.1(c)
Annual leave - time of taking leave	29.4
Annual leave - single day leave	29.13
Personal/carers leave - make-up time	30.5
Long service leave - payment	32.4.1(c)
Long service leave - taking of leave	32.5
Parental leave - variation of period	33.6
Public holidays - substitution	35.4

PART 3 - DISPUTE RESOLUTION

10. DISPUTES AVOIDANCE/SETTLEMENT PROCEDURE

10.1 Grievance procedure

- 10.1.1** It is the objective of this procedure to ensure that grievances are resolved by negotiation and discussion between the parties.
- 10.1.2** An employee will have the right for a grievance to be heard through all levels of line management.
- 10.1.2(a)** In the first instance the employee shall attempt to resolve the grievance with the employee's immediate supervisor. The local union or other representative shall be present if desired by either party.
- 10.1.2(b)** If the employee still feels aggrieved, then the matter shall be referred to the employee's Department head. The local union or other representative shall be present if desired by either party.
- 10.1.2(c)** If the grievance is still unresolved then the matter will be referred to senior management and the senior local or State union or other representative.
- 10.1.2(d)** If the grievance is still unresolved then the State union representative or other representative shall be advised and will be represented at the request of either party. At this stage the appropriate employer representative body should be advised and shall be present at the request of either party.
- 10.1.2(e)** It is agreed that steps 10.1.2(a) to 10.1.2(d) shall take place within seven days.
- 10.1.2(f)** If the grievance still exists the matter will be referred to the Commission for decision.
- 10.1.2(g)** Until the grievance is determined work shall continue normally in accordance with the custom or practice existing before the grievance arose while discussions take place. No party shall be prejudiced as to the final settlement by the continuance of work. Health and safety matters are exempted from this clause.

**PART 4 - EMPLOYER AND EMPLOYEE'S DUTIES, EMPLOYMENT
RELATIONSHIP AND RELATED ARRANGEMENTS**

11. NOTIFICATION OF CLASSIFICATION

- 11.1** Each employer shall notify each employee in writing on commencement of their classification and terms of employment.
- 11.2** Each employer shall notify each employee of any alteration to his or her classification in writing no later than the operative date of such alteration.

12. TYPES OF EMPLOYMENT

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

12.1.1 full-time employee;

12.1.2 part-time employee;

12.1.3 relieving employee; (other than hospitals)

12.1.4 sessional employee; (other than scientists, audiologists and dietitians hospitals)

12.1.5 locum employee (Pharmacists only).

12.2 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 locum (Pharmacists only).

13. FULL-TIME EMPLOYMENT

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

14. PART-TIME, SESSIONAL AND RELIEVING EMPLOYMENT

14.1 Part-time employment

14.1.1 Employees employed on a part-time basis (except Pharmacists) shall be paid for hours worked either:

14.1.1(a) at an hourly rate equal to 1/38th of the weekly rate appropriate to the employees classification; employees employed under this clause shall receive leave entitlements on a pro rata basis; or

14.1.1(b) at an hourly rate equal to 1/38th of the appropriate weekly rate plus 25% of such hourly rate for work performed during ordinary hours on weekdays and 75% of such hourly rate for work performed on weekends and public holidays. Employees employed under this clause shall not be entitled to any benefits prescribed in clause 29 - Annual leave, clause 30 – Personal leave and clause 35 - Public holidays; and

14.1.1(c) the conditions of part-time work shall be agreed upon between employer and employee and shall be confirmed in writing between the two parties.

14.1.1(d) A full-time employee who returns to work after parental leave may, with the agreement of the employer, work part-time. A part-time employee who returns to work after parental leave may renegotiate the conditions of his/her part-time work with the employer.

Any agreement between the employer and the employee shall be confirmed in writing, and shall include the hours of work, days upon which those hours will be worked and the starting and finishing times of the work. The terms of the agreement may be varied by consent, and the new agreement reduced to writing.

14.1.2 Pharmacists employed part-time shall be paid 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 sick leave (where an employee has accumulated an entitlement) and compassionate leave 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.

14.2 Sessional employment

[14.2 substituted by [PR970657](#) ppc 24Mar06]

14.2(a) A sessional employee is one who is appointed as such and who is normally employed for not more than 20 hours in any one week.

- 14.2(b)** Employment shall be from week to week and subject to any individual arrangements between the employer and the sessional employees wages shall be paid weekly.
- 14.2(c)** A sessional employee shall be paid per hour worked an amount equal to one-thirty-eighth of the weekly wage prescribed herein with the addition of 25 per cent. Such employee shall not be entitled to the benefits of sick leave, annual leave, and long service leave.
- 14.2(d)** Except where the conduct of a sessional employee justifies instant dismissal, seven days' notice of termination of employment shall be given by either the employer or the sessional employee or the normal one week's wages received by the sessional employee paid or forfeited as the case may be in lieu of such notice.

This sub-clause shall not apply to persons employed in hospitals, other than psychologists. Provided that this clause shall apply to employees of St Frances Xavier Cabrini Hospital Governing Board Inc.

14.3 Relieving Employee (Full-time or Part-time only)

[14.3 substituted by [PR970657](#) ppc 24Mar06]

A relieving employee is one employed to relieve a full-time or part-time employee during that employee's absence from work for any cause.

A relieving employee shall be paid not less than the rate applicable to his or her classification with the addition of 25 per cent, and shall not be entitled to the benefits of sick leave, annual leave and long service leave.

This sub-clause shall not apply to psychologists or to employees of private hospitals. Provided that this clause shall apply to employees of St Frances Xavier Cabrini Hospital Governing Board Inc.

14.4 Caring responsibilities

[14.4 inserted by [PR969977](#) ppc 16Dec05]

- 14.4.1(i)** Subject to the evidentiary and notice requirements in clause 30.5.1, sessional or relieving employees are entitled to not be available to attend work, or to leave work:
- 14.4.1(ii)** 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
- 14.4.1(iii)** upon the death in Australia of an immediate family or household member.

- 14.4.2** 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 48 hours (i.e. two days) per occasion. The employee is not entitled to any payment for the period of non-attendance.
- 14.4.3** An employer must not fail to re-engage a sessional or relieving employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a sessional or relieving employee are otherwise not affected.

15. LOCUM EMPLOYMENT (PHARMACISTS ONLY)

15.1 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 his or her 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.

15.2 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 23 - Hours, 28 - Shift work and 26 - Overtime - including Saturday and Sunday work, shall apply to locum employees.

The provisions of clause 30 - Personal leave, clause 16 - Termination of employment, clause 29 - Annual leave, clause 31 - Jury service, and clause 34 - Examination leave, shall not apply to locum employees.

15.3 A locum employee by mutual agreement may be paid per hour worked an amount equal to 1/38th of the weekly wage prescribed in 18.5, for the class of work done and receive pro rata entitlements.

15.4 The provisions of this clause do not apply to maternity leave.

15.5 Caring responsibilities

[15.5 inserted by [PR969977](#) ppc 16Dec05]

15.5.1(i) Subject to the evidentiary and notice requirements in clause 30.5.1, locum employees are entitled to not be available to attend work, or to leave work:

15.5.1(ii) 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

15.5.1(iii) upon the death in Australia of an immediate family or household member.

15.5.2 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 48 hours (i.e. two days) per occasion. The employee is not entitled to any payment for the period of non-attendance.

15.5.3 An employer must not fail to re-engage a locum employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a locum employee are otherwise not affected.

16. NOTICE OF TERMINATION

[16 - Termination of employment title changed and substituted by [PR954862](#) ppc 08Dec04]

16.1 Notice of termination by employer

16.1.1 In order to terminate the employment of an employee the employer must give to the employee 4 weeks notice.

16.1.2 In addition to the notice in 16.1.1, 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.

16.1.3 Payment in lieu of the prescribed notice in 16.1.1 and 16.1.2 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.

16.1.4 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:

16.1.4(a) the employee's ordinary hours of work (even if not standard hours); and

16.1.4(b) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and

16.1.4(c) any other amounts payable under the employee's contract of employment.

16.1.5 The period of notice in this clause does not apply:

16.1.5(a) in the case of dismissal for serious misconduct;

16.1.5(b) to employees engaged for a specific period of time or for a specific task or tasks;

16.1.5(c) to seasonal employees;

16.1.5(d) to relieving and locum employees.

16.1.6 Continuous service is defined in clause 32.2.

16.2 Notice of termination by an employee

16.2.1 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.

16.2.2 If an employee fails to give the notice specified in 16.1.1 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 16.1.4.

16.3 Job search entitlement

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

16.4 Transmission of business

Where a business is transmitted from one employer to another, as set out in clause R - Redundancy, the period of continuous service that the employee had with the transmittor or any prior transmittor is deemed to be service with the transmittee and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

17. REDUNDANCY

[17 substituted by [PR954862](#) ppc 08Dec04]

17.1 Definitions

- 17.1.1 Business** includes trade, process, business or occupation and includes part of any such business.
- 17.1.2 Redundancy** occurs where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.
- 17.1.3 Small employer** means an employer who employs fewer than 15 employees.
- 17.1.4 Transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and **transmitted** has a corresponding meaning.
- 17.1.5 Week's pay** means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:
- overtime;
 - penalty rates;
 - disability allowances;
 - shift allowances;
 - special rates;
 - fares and travelling time allowances;
 - bonuses; and
 - any other ancillary payments of a like nature.

17.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

17.3 Severance pay

17.3.1 Severance pay – other than employees of a small employer

An employee, other than an employee of a small employer as defined in 17.1, whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

* **Week's pay** is defined in 17.1.

17.3.2 Severance pay – employees of a small employer

An employee of a small employer as defined in 17.1 whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and over	8 weeks' pay

* **Week's pay** is defined in 17.1.

17.3.3 Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

17.3.4 Continuity of service shall be calculated in the manner prescribed by clause 32.2. Provided that service prior to 8 December 2004 shall not be taken into account in calculating an entitlement to severance pay for an employee of a small employer pursuant to 17.3.2.

17.3.5 Application may be made for variation of the severance pay provided for in this clause in a particular redundancy situation in accordance with the *Redundancy Case Decision* [[PR032004](#), 26 March 2004] and the *Redundancy Case Supplementary Decision* [[PR062004](#), 8 June 2004].

17.4 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in clause N - Notice of Termination. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

17.5 Alternative employment

17.5.1 An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

17.5.2 This provision does not apply in circumstances involving transmission of business as set in 17.7.

17.6 Job search entitlement

17.6.1 During the period of notice of termination given by the employer in accordance with 16.1, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

17.6.2 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 he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

17.6.3 The job search entitlements under this subclause apply in lieu of the provisions of 16.3.

17.7 Transmission of business

17.7.1 The provisions of this clause are not applicable where a business is before or after the date of this award, transmitted from an employer (in this subclause called the **transmittor**) to another employer (in this subclause called the **transmittee**), in any of the following circumstances:

17.7.1(a) Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or

17.7.1(b) Where the employee rejects an offer of employment with the transmittee:

- in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and
- which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

17.7.2 The Commission may vary 17.7.1(b) if it is satisfied that this provision would operate unfairly in a particular case.

17.8 Employees exempted

This clause does not apply to:

- employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- probationary employees;
- employees engaged for a specific period of time or for a specified task or tasks; or
- casual employees.

17.9 Incapacity to pay

The Commission may vary the severance pay prescription on the basis of an employer's incapacity to pay. An application for variation may be made by an employer or a group of employers.

17A. REDUNDANCY DISPUTES PROCEDURES

[17A inserted by [PR954862](#) ppc 08Dec04]

- 17A.1** Paragraphs 17A.2 and 17A.3 impose additional obligations on an employer where an employer contemplates termination of employment due to redundancy and a dispute arises (a **redundancy dispute**). These additional obligations do not apply to employers who employ fewer than 15 employees.
- 17A.2** Where a redundancy dispute arises, and if it has not already done so, an employer must provide affected employees and the relevant union or unions (if requested by any affected employee) in good time, with relevant information including:
- the reasons for any proposed redundancy;
 - the number and categories of workers likely to be affected; and
 - the period over which any proposed redundancies are intended to be carried out.
- 17A.3** Where a redundancy dispute arises and discussions occur in accordance with this clause the employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse affects of any proposed redundancies on the employees concerned.

PART 5 - WAGES AND RELATED MATTERS

[Part 5 - preamble substituted by [PR954958](#); [PR954963](#) ppc 08Dec04]

The rates of pay in this award include the arbitrated safety net adjustment payable under the *Safety Net Review—Wages May 2004* decision [[PR002004](#)]. This arbitrated safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above-award payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous National Wage Case principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

18. RATES OF PAY

[18 substituted by [PR954958](#) [PR954963](#) ppc 08Dec04; corrected by [PR957109](#) ppc 20Dec04]

18.1 Wage rates and classifications - Scientists

18.1.1 Trainee scientist

Percentage of the rate for the classification, “Scientist - Grade I, 1 st year of experience after qualification”	Wages	
	%	Per week \$
Adult Trainee	80	503.05
Trainee in 4th year of part time course	85	532.25
Trainee in 5th year of part time course and thereafter	90	561.40

No trainee (as defined by clause 4.14) shall be required or permitted to work in any laboratory at any time without the supervision of a qualified employee.

18.1.2 Scientist - Grade I

A scientist who, under direction and supervision of more senior scientific staff undertakes laboratory or scientific work.

	Per week \$
1st year of experience after qualification	619.80
2nd year of experience after qualification	656.70
3rd year of experience after qualification	688.30
4th year of experience after qualification	728.10
5th year of experience after qualification	758.40
6th year of experience after qualification and thereafter	789.00

Provided that:

- 18.1.2(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.
- 18.1.2(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 clause 21.3.4(a) for a further period of two years; and
- 18.1.2(c)** A scientist who is a Fellow of the Australian Institute of Medical Laboratory 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 clause 21.3.4(b) for a further period of two years;

18.1.3 Scientist - Grade II

A scientist who:

- 18.1.3(a)** supervises the scientific work in a class 4 department/unit/section;
- 18.1.3(b)** has at least 6 years experience, and who through exhibiting excellence in their professional skills and/or is required to apply a level of performance worthy of additional remuneration; or
- 18.1.3(c)** is engaged on specialised scientific work or work of a research or developmental nature which is not under the direct supervision of more senior scientific staff; or
- 18.1.3(d)** is a deputy to a grade III scientist.

	Per week
	\$
On appointment	789.00
2nd year after appointment	825.40
3rd year after appointment	860.60
4th year after appointment and thereafter	898.90

Provided that a “Scientist Grade I - 6th year of experience and thereafter” appointed to this grade shall be paid at the “Scientist Grade II - 2nd year after appointment” rate.

A scientist performing out of hours work and doing so alone and unsupervised shall be classified at not less than grade II for the period of time so worked.

18.1.4 Scientist - Grade III

A scientist who -

18.1.4(a) under the broad direction of more senior staff supervises the scientific work of a class 3 department/unit/section, or

18.1.4(b) is a deputy to a grade IV scientist, or

18.1.4(c) has been qualified (as defined) for at least 10 years and is engaged on specialised scientific work of a research or developmental nature.

	Per week
	\$
On appointment	941.50
2nd year after appointment	970.70
3rd year after appointment	993.50
4th year after appointment thereafter	1042.10

18.1.5 Scientist - Grade IV

A scientist who:

18.1.5(a) supervises the scientific work in class 2 department/unit/section, or

18.1.5(b) is a senior specialist having advanced professional knowledge and extensive experience regularly engaged in dealing with highly complex problems in an aspect of scientific work.

Per week	\$
On appointment and during 2nd year after appointment	1084.30
During 3rd and 4th years after appointment	1136.00
Thereafter	1208.00

18.1.6 Scientist - Grade V

A Scientist who is appointed as a senior principal research scientist. He/she is required to have an international reputation of a high order in a significant field of research as made evident by his/her published contributions in the field as recognised by his/her peers in the international scientific community.

	Per week
	\$
	1465.90

18.1.7 Scientist Deputy Director

A Scientist who:

18.1.7(a) where there is not a Scientist Director, is the senior scientist in a class 1 department/unit/section, or

18.1.7(b) where there is a Scientists Director, is the next most senior scientist in a class 1 department/unit/section.

Per week
\$
1360.20

18.1.8 Scientist Director

Is a Scientist who is appointed a Director of a Department in a Teaching Hospital (as defined), or is appointed to relieve the Director of a Department in a Teaching Hospital (as defined), and who assumes the same responsibilities as the Director as a result of such appointment for a period exceeding four (4) weeks.

Per week
\$
1510.60

18.1.9 For the purpose of this clause -

18.1.9(a) the “1st year of experience after qualification” referred to in 18.1.1 shall be deemed to commence on the 1st day of January in the year following the year during which the scientist presented himself for final examination which, if successful, would entitle the scientist to the degree of Bachelor of Science or Bachelor of Applied Science (Medical Laboratory Science).

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.

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.

18.1.9(b) Upon appointment, a scientist shall be notified in writing of his or her grading and classification within that Grade.

Grading of Departments, Units and Sections

Factors to be taken into consideration

1. Salaries budget of the relevant department/unit/section.
2. Number of units or sections in department or part of a department.

3. Degree of “final responsibility” expected to be taken by the senior scientists.
4. Whether the hospital is a teaching hospital.

Weightings of the specific factors

1. \$ Salaries Budget x 1/1000.
2. Unit x 40
Section x 20
3. 100 points added to final score
4. If the workplace is a teaching hospital and the scientists are performing tasks normally associated with a teaching hospital then 100 points are added to the final score.

Class 4 Department/unit/section	< 200 points
Class 3	201 350 points
Class 2	351 800 points
Class 1	> 800 points

18.2 Wage rates and classifications - Research Technologists

18.2.1 Trainees

Year of part - time course	Percentage of Grade 1, 1st year after qualification	Wage per week
	%	\$
1st Year	50	309.90
2nd Year	60	371.90
3rd Year	75	464.85
4th Year	85	526.85
Thereafter	90	557.80

Provided that:

- 18.2.1(a)** an adult trainee shall receive not less than 80 per cent of the rate prescribed for the classification Grade 1 - 1st year of experience after qualification.
- 18.2.1(b)** a trainee who, as a full-time student passed all subjects specified in the first-time year of a course approved by the employer, shall be paid not less than the rate prescribed for the third year of the course (part-time).
- 18.2.1(c)** a trainee who, as a full-time student passed all subjects in the second full-time year of a course approved by the employer, shall be paid not less than the rate prescribed for fifth year and thereafter (part-time).

18.2.1(d) a trainee who, as a full-time student has not passed all subjects specified for the appropriate full-time year of a course approved by the employer, shall be paid a rate equivalent to the next lower part-time classification than that which would apply in 18.2.1(b) and 18.2.1(c).

18.2.1(e) no trainee shall be required or permitted to work in any laboratory at any time without the supervision of a qualified employee.

18.2.2 Grade 1 (i.e. qualified rate)

	Per Week \$
1st Year of experience after qualification	619.80
2nd Year of experience after qualification	656.70
3rd Year of experience after qualification	688.30
4th Year of experience after qualification	728.10
5th Year of experience after qualification	758.40
6th Year of experience after qualification	789.00

Provided that:

18.2.2(a) An employee who holds or is qualified to hold the degree of Bachelor of Science Honours shall be entitled to be classified as a UG1 - Grade 1, 2nd year of experience after qualification.

18.2.2(b) An employee who holds or is qualified to hold the degree of Master of science shall be entitled to be classified as a UG1 - Grade 1, 3rd year of experience after qualification.

18.2.2(c) An employee who holds or is qualified to hold the degree of Doctor of Philosophy shall be entitled to be classified as a UG1 - Grade 1, 5th year of experience after qualification.

18.2.2(d) An employee who holds a four year under-graduate qualification or a three year under-graduate qualification and is required to do a 12 month internship shall be classified as or deemed to have been classified as a UG1-Grade 1, 2nd year of experience after qualification.

18.2.3 Grade 2

A Research Technologist who is appointed to this grade and who under the general direction of scientific research staff, is required to perform experimental work involving more complex or more specialised activities and requiring the exercise of initiative and judgement, within the general framework of a research program.

	Per week \$
1st Year of experience at this level	789.00
2nd Year of experience at this level	825.40
3rd Year of experience at this level	860.60
4th Year of experience at this level	898.90

18.2.4 Grade 3

A research Technologist who is appointed to this grade and who in consultation with senior scientific research staff, is required to take charge of experimental work which forms a significant component of one or more major scientific projects.

	Per week \$
1st Year of experience at this level	941.50
2nd Year of experience at this level	970.70
3rd Year of experience at this level	993.50
4th Year of experience at this level	1042.10

18.3 Wage rates and classifications — Dietitians

18.3.1 Dietitian Grade 1

A dietitian who under routine direction and supervision of a more experienced dietitian performs dietetics work.

	Per week \$
1 st year of experience after qualification	628.10
2nd year of experience after qualification	647.60
3rd year of experience after qualification	677.50
4th year of experience after qualification	712.50
5th year of experience after qualification	753.10
6th year of experience after qualification and thereafter	791.40

Provided that:

- 18.3.1(a)** A qualified dietitian who first commences employment on or after 25 April 1983, shall commence on the rate of Dietitian Grade I, 2nd year of experience after qualification;
- 18.3.1(b)** 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 I, 3rd year of experience after qualification;

18.3.1(c) 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 I, 4th year of experience after qualification, provided further that such dietitian shall not be entitled to the higher qualification payment prescribed in clause 21.3.3(a) hereof for a further period of two years;

18.3.1(d) 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 I, 5th year of experience after qualification, provided further that such dietitian shall not be entitled to the higher qualification payment prescribed in clause 21.3.3(b) hereof for a further period of two years.

18.3.2 Dietitian Grade 2

A dietitian appointed to this grade who:

18.3.2(a) Is in charge of a major section of a department recognised by the employer;
or

18.3.2(b) Supervises dietetic students; or

18.3.2(c) Is employed on work which in the opinion of the dietitian in charge, or in the opinion of the manager in the case of a day hospital, nursing home or community health centre, requires special knowledge or depth of experience in clinical nutrition, nutrition education, health promotion, nutritional support or rehabilitation.

	Per week
	\$
1st year	815.70
2nd year	838.70
3rd year	861.80
4th year and thereafter	884.60

18.3.3 Dietitian Grade 3

A dietitian appointed to this grade, with additional responsibilities, ie.:

18.3.3(a) A dietitian who is in charge of a Group 2 department;

18.3.3(b) A dietitian appointed deputy to the dietitian in charge of a Group 1 department;

18.3.3(c) A dietitian with at least seven years experience, possessing specific knowledge in a branch of nutrition or dietetics and working in an area that requires high levels of specialist knowledge as recognised by the employer. Parameters of this position would include some of the following: consultative role, lecturing in a dietetic/nutrition speciality, teaching undergraduates and/or post-graduate students and providing education to staff from other disciplines.

	Per week \$
1st year	916.70
2nd year	944.80
3rd year	972.00
4th year and thereafter	999.40

18.3.4 Dietitian Grade 4

A dietitian who is in charge of a Group 1 department.

	Per week \$
1st year	1053.60
2nd year	1086.20
3rd year	1118.90
4th year and thereafter	1151.50

18.4 Wage rates and classifications — Audiologists

18.4.1 Audiologist - Grade I

	Per week \$
1st year of experience after qualification	619.80
2nd year of experience after qualification	656.70
3rd year of experience after qualification	688.30
4th year of experience after qualification	728.10
5th year of experience after qualification	758.40
6th year of experience after qualification and thereafter	789.00

Provided that:

- 18.4.1(a)** A qualified audiologist who first commences employment on or after 1 July 1987, shall commence at the rate of audiologist Grade I, 2nd year of experience after qualification.
- 18.4.1(b)** An audiologist who holds or is qualified to hold the degree of Bachelor of Science Honours (4 year course) shall be entitled to be classified as an audiologist - Grade I, 3rd year of experience after qualification;
- 18.4.1(c)** An audiologist who holds or who is qualified to hold the degree of Master of Science shall be entitled to be classified as an audiologist - Grade I, 4th year of experience after qualification, provided further that an audiologist so classified shall not be entitled to the higher classification payment prescribed in clause 31.3.1(a) for a further period of two years; and

18.4.1(d) An audiologist who holds or is qualified to hold the degree of Doctor of Philosophy shall be entitled to be classified as an audiologist Grade I, 5th year of experience after qualification, provided further that an audiologist so classified shall not be entitled to the higher qualification payment prescribed in clause 31.3.1(b) for a further period of two years.

18.4.1(e) Additional rates - A sole audiologist i.e. an audiologist who is the only audiologist employed in a Department, shall be paid at the rate applicable to an audiologist - grade II.

Savings: Notwithstanding 18.4.1(d), all sole audiologist positions classified at grade II as at 1 December 1987 shall continue to be classified not lower than that grade.

18.4.2 Audiologist - Grade II is an audiologist who -

18.4.2(a) Supervises grade I audiologists; or

18.4.2(b) Has responsibility for the clinical training and practicum placement of Post Graduate Diploma in Audiology students. With the proviso that reclassification under this provision shall not be open to audiologists with less than three years clinical experience; or

18.4.2(c) Is engaged in clinical, developmental or research work requiring special knowledge and breadth of experience.

	Per week
	\$
On appointment	789.00
2nd year after appointment	825.40
3rd year after appointment	860.60
4th year after appointment and thereafter	898.90

Provided that an "Audiologist Grade I - 6th year of experience and thereafter" appointed to this grade shall be paid at the "Audiologist Grade II - 2nd year after appointment" rate.

18.4.3 Audiologist - Grade III is an audiologist who -

18.4.3(a) Has at least ten years experience in the field and is engaged in specialised diagnostic or clinical work with a research or developmental thrust; or

18.4.3(b) Is in charge of an Audiology Unit and immediately responsible to the medical superintendent for the organisation of the unit and supervision of audiology staff.

	Per week
	\$
On appointment	941.50
2nd year after appointment	970.70
3rd year after appointment	993.50
4th year after appointment and thereafter	1042.10

18.4.3(c) For the purpose of this clause:

The 1st year of experience after qualification referred to in 18.1.1 shall be deemed to commence on 1 January in the year following the year during which the Audiologist presented himself/herself to final examination which, if successful, would entitle the Audiologist to the Post Graduate Diploma in Audiology.

Where the Audiologist is required to attend a supplementary examination, such Audiologist shall, if successful, be deemed to have passed the final examination in the year during which such final examination was held.

Where an Audiologist Grade 1 - 1st year of experience after qualification commences employment during the first year after qualification, such audiologist shall be advanced to the classification Audiologist Grade 1 - 2nd year of experience after qualification as from 1 January in the next succeeding year.

Upon appointment, an audiologist shall be notified in writing of his/her grading and classification within that grade.

18.5 Wage rates and classifications- Clinical Perfusionists

18.5.1 Clinical Perfusionist - Grade I

18.5.1(a) Perfusionist-in-training

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.

	\$
1st year of experience after qualification	619.80
2nd year of experience after qualification	656.70
3rd year of experience after qualification	688.30
4th year of experience after qualification	728.10
5th year of experience after qualification	758.40
6th year of experience after qualification and thereafter	789.00

Provided that:

- 18.5.1(a)(i)** A Clinical Perfusionist who holds or is qualified to hold the degree of Bachelor of Applied Science Honours or Bachelor of Science Honours (four year course) shall be entitled to be classified as a “Clinical Perfusionist - grade I, 2nd year of experience after qualification”.
- 18.5.1(a)(ii)** A Clinical Perfusionist who holds or is qualified to hold the degree of Master of Applied Science or Master of Science shall be entitled to be classified as a “Clinical Perfusionist - grade I, 3rd year of experience after qualification”, provided further that a Clinical Perfusionist so classified shall not be entitled to the higher qualification payment prescribed in 21.3.2(a), for a further period of two years.
- 18.5.1(a)(iii)** A Clinical Perfusionist who holds or is qualified to hold a degree of Doctor of Philosophy shall be entitled to be classified as a “Clinical Perfusionist - grade I, 5th year of experience after qualification”, provided further that a Clinical Perfusionist so classified shall not be entitled to the higher qualification payment prescribed in 21.3.2(b), for a further period of two years; and
- 18.5.1(a)(iv)** A Clinical Perfusionist who has gained experience under any other part or clause of this award shall be entitled to be classified at the “year of experience after qualification” which would equate to the total of that experience and 18.5.1(a)(i), 18.5.1(a)(ii) or 18.5.1(a)(iii).

18.5.3 Clinical Perfusionist - Grade 2

18.5.3(a) Certified Clinical Perfusionist

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.

	\$
1st year of experience after certification	825.40
2nd year of experience after certification	860.60
3rd year of experience after certification	898.90
4th year of experience after certification	941.50
5th year of experience after certification	970.70
6th year of experience after certification	993.50
7th year of experience after certification and thereafter	1042.10

18.5.4 Clinical Perfusionist - Grade 3

18.5.4(a) Perfusionist-in-charge

18.5.4(a)(i) A person appointed as such who is the most senior Perfusionist within the hospital and now is responsible for the direction and supervision of other Perfusionists within the Hospital.

18.5.4(a)(ii) The Perfusionist-in-charge is expected to exercise organisational, supervisory and management skills, mature technical and clinical knowledge and judgement as it relates to the operation and testing of equipment, to continue to develop expertise with advances in the relevant body of technical and clinical knowledge and to seek and utilise other specialist advice when required to.

	\$
On appointment	1084.30
2nd year after appointment	1136.00
3rd year after appointment and thereafter	1208.00

* Progress beyond this point is limited to a Perfusionist-in-charge of a team of more than 3EFT Perfusionists, of whom at least 2EFT must be Certified.

18.6 Wage rates and classifications - Psychologists

18.6.1 Psychologist Grade I

A person who has completed studies but it not yet registered, employed as a psychologist or probationary psychologist under supervision, complying with the code of ethics and legal requirements of the psychology profession.

Per week	\$
1st year	610.50
2nd year	635.50
3rd year	665.70
4th year	694.30
5th year	725.00
6th year	753.60
7th year	785.90

18.6.2 Psychologist Grade II

A person registered or fully eligible to be registered as a psychologist, not requiring supervision, and not supervising other psychologists.

Per week	\$
1st year	830.10
2nd year	851.80
3rd year	873.50
4th year	898.20

18.6.3 Psychologist Grade III

A psychologist with a minimum of five years' experience responsible for the supervision of other psychologists and/or engaged in work requiring specialist knowledge and skill, or involving a significant degree of administration, policy and/or planning involvement.

Per week	\$
1st year	940.20
2nd year	970.40
3rd year	1001.70

18.6.4 Psychologist Grade IV

A senior psychologist responsible for the administration of a unit, or group of psychologists or other counselling staff. Usually responsible for the co-ordination of a number of sections of a service, and ensures the compliance of others with the code of ethics and legal requirements of the psychology profession.

Per week	\$
1st year	1044.30
2nd year	1078.60
3rd year	1124.20

18.7 Wage rates and classifications - Pharmacists

	Per week
	\$
(a) Student Pharmacist	203.60
(b) Trainee Pharmacist	532.55
(c) Pharmacist - Grade 1	
1st year of experience after registration	656.70
2nd year of experience after registration	688.30
3rd year of experience after registration	728.10
4th year of experience after registration	758.40
5th year of experience after registration and thereafter	789.00

	Per week \$
(d) Pharmacist — Grade 2	
On appointment	789.00
2nd year after appointment	825.40
3rd year after appointment	860.60
4th year after appointment and thereafter	898.90
(e) Pharmacist - Grade 3	
On appointment	941.50
2nd year after appointment	970.70
3rd year after appointment and thereafter	993.50
(f) Deputy Director of Pharmacy	1084.30
(g) Director of Pharmacy	1510.60
(h) Pharmacist in Charge	
On appointment	860.60
2nd year after appointment	898.90
3rd year after appointment and thereafter	919.30

Applies if the pharmacist is the only pharmacist employed or is a pharmacist in charge of a pharmacy department where the total aggregate ordinary hours worked by the other pharmacists (if any) is not equal to and is less than 38 hours per week

19. HIGHER DUTIES

- 19.1** An employee who is authorised to assume the duties of another employee on a higher classification under this award 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.
- 19.2** 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 he or she shall be paid at the top incremental level for the classification with the addition of 31.5% of that increment.

20. PAYMENT OF WAGES

- 20.1** Subject to any individual arrangements between an employer and an employee wages shall be paid no later than a Thursday.
- 20.2** On or prior to the pay day the employer shall state to each employee in writing the amount of wages to which he or she is entitled, the amount of deductions therefrom, and the net amount being paid to him or her.

21. DEDUCTIONS AND ALLOWANCES

21.1 Meal allowance

[21.1 substituted by [PR954958](#); [PR954963](#) operative date corrected by [PR957109](#); substituted by [PR975772](#); [PR979870](#) ppc 01Oct07]

An employee shall be paid an allowance:

- 21.1.1** 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 over time work on any shift exceeds one hour - \$9.35. Provided that where such overtime work exceeds four hours a further meal allowance of \$6.44 shall be paid.
- 21.1.2** 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) \$9.35 and where such overtime exceeds four hours a further meal allowance of \$6.44 shall be paid.
- 21.1.3** The above meal allowance provisions shall not apply where a meal is supplied at the employer's expense.

21.2 Lodging and rent (Pharmacists only)

- 21.2.1** Where the employer provides board and lodging, the wage rates prescribed in this award 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 his or her meals at ruling cafeteria rates, by an additional amount of \$9.70.

- 21.2.2** The expression **board and lodging** includes laundry provided free of charge.

21.3 Higher qualification allowances

21.3.1 Audiologists

Where an Audiologist has a higher qualification they shall be paid, in addition to the rates prescribed by 18.4, the following:

- 21.3.1(a)** for M.Aud., M.Sc., M.App.Sc., and the Graduate Diploma in Health Administration, (see clause 4 - Definitions) or any other recognised equivalent Degree or Diploma from a tertiary institution the sum of 6.5% of the "Audiologist grade I, 1st year of experience" rate per week;

21.3.1(b) for D.Sc., Ph.D., (see clause 4 - Definitions) the sum of 10% of the “Audiologist grade I, 1st year of experience” rate per week.

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

21.3.2 Clinical Perfusionists

Where a Clinical Perfusionist has a higher qualification they shall be paid in addition to the rates prescribed by 18.5 the following:

21.3.2(a) For M.A.A.C.B., Diploma of Bacteriology, M.Sc., M.App.Sc., M.A.I.P., H.G.S.A.C.C., Graduate Diploma in Health Administration (see clause 4 - Definitions) or any other recognised equivalent Degree or Diploma from a tertiary Institution, the sum of 6.5% of the “Clinical Perfusionist - grade I, 1st year of experience after qualification” rate per week;

21.3.2(b) For F.A.A.C.B., F.A.I.M.L.S., D.Sc., Ph.D., F.A.I.P., F.I.M.L.S. or Member of the Royal College of Pathologists (see clause 4 - Definitions) the sum of 10% of the “Clinical Perfusionist - grade I, 1st year of experience after qualification” rate per week.

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

21.3.3 Dietitians

Where a Dietitian has a higher qualification they shall receive, in addition to the rates prescribed by 18.3, the following:

21.3.3(a) For M.Sc., H.G.S.A.C.C., Graduate Diploma in Health Administration or any other recognised equivalent qualification from a tertiary institution, the sum of 6.5% of the Dietitian, grade I, 2nd year rate per week.

21.3.3(b) For Ph.D., M.R.C. Path or D.Sc. or F.I.M.L.S. the sum of 10% of the Dietitian, grade I, 2nd year per week.

21.3.4 Medical Scientists and medical technologists

Where a Scientist has a higher qualification they shall be paid in addition to the rates prescribed by 18.1, the following:

21.3.4(a) For M.A.A.C.B., Diploma of Bacteriology, M.Sc., M.App.Sc., M.A.I.P., H.G.S.A.C.C., Graduate Diploma in Health Administration (see clause 4 - Definitions) or any other recognised equivalent Degree or Diploma from a tertiary institution, the sum of 6.5% of the “Scientist grade I, 1st year of experience” rate per week;

21.3.4(b) For F.A.A.C.B., F.A.I.M.L.S., D.Sc., Ph.D., F.A.I.P., F.I.M.L.S. or Member of the Royal College of Pathologists (see clause 4 - Definitions) the sum of 10% of the “Scientist grade I, 1st year of experience” rate per week.

- 21.3.4(c)** Provided such allowance shall not be cumulative in the case of multiple higher qualifications. The aforementioned allowances shall not be applicable to Scientists appointed to the positions of Director or Deputy Director of a Department or to the classification Scientist - grade V.

21.3.5 Pharmacists

Any Pharmacist who holds the Fellowship Diploma of the Society of Hospital Pharmacists of Australia, the Graduate Diploma in Clinical Pharmacy or the Graduate Diploma in Hospital Pharmacy shall be paid an amount, per week, equal to 5.5% of the rate of pay for a Pharmacist grade I, 3rd year of experience after registration in addition to the appropriate rate prescribed in 18.5. A person holding both qualifications, shall be paid the allowance in respect of one or other qualification but not both.

21.3.6 Psychologists

Where a Psychologist has a higher qualification they shall be paid, in addition to the rates prescribed by 18.6, the following:

- 21.3.6(a)** For M.A., M.Sc., M.Psych., Membership of the Boards of Clinical Psychologists, Counselling Psychologists, and Neuro-Psychologists of the Australian Psychological Society, M.B.A., Post Graduate Diploma in Health Administration, or any other recognised equivalent qualification from a tertiary institution, the sum of 7.5% of the grade I year 1 Psychologists' rate.
- 21.3.6(b)** For Ph.D., Psy.D., D.Sc., or a recognised equivalent qualification, the sum of 10% of the grade I year 1 Psychologists' rate.

21.4 Removal expenses (Psychologists only)

- 21.4.1** 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.
- 21.4.2** 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.

21.5 Blood check allowance

Any employee exposed to radiation hazards in the course of his or her 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.

21.6 Telephone allowance

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.

22. OCCUPATIONAL SUPERANNUATION

Note: The *Superannuation Legislation Amendment (Choice of Superannuation Funds) Act 2005* provides that individual employees generally have the opportunity to choose their own superannuation funds. For further information see the AIRC guidance note – [Choice of Superannuation Funds and Award Provisions](#).

22.1 Superannuation Legislation

22.1.1 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.

22.1.2 Notwithstanding 22.1.1, the following provisions shall also apply.

22.2 Definitions

22.2.1 **The Fund** for the purpose of this clause shall mean the:

22.2.1(a) Health Employees Superannuation Trust of Australia 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; or

22.2.1(b) Subject to the agreement of the union and its members, an employer sponsored fund established prior to 1 July 1987, which complies with the *Superannuation Industry (Supervision) Act 1993* as amended from time to time, and set out in 22.9.4.

22.2.2 **Ordinary time earnings** for the purposes of this clause, all references to “ordinary time earnings” shall mean and include:

22.2.2(a) Remuneration for a worker’s weekly number of hours of work calculated at the ordinary time rate of pay;

22.2.2(b) The cash value of any deduction for board and lodging;

22.2.2(c) Over award payments for ordinary hours of work;

22.2.2(d) Shift work premiums;

22.2.2(e) Saturday and Sunday premiums, where they are part of regular work.

22.3 Employers to become a party to the fund

- 22.3.1** A respondent employer shall make application to the Fund to become a participating employer in the Fund and shall become a participating employer upon acceptance by the Trustee of the Fund.
- 22.3.2** A respondent employer shall provide each employee who is not a member of the Fund with a membership application form upon commencement of this clause and thereafter upon commencement of employment.
- 22.3.3** Each employee shall be required to complete the membership application and the employer shall forward the completed application to the Fund by the end of the calendar month of commencement of this clause or commencement of employment.

22.4 Eligibility of employees

- 22.4.1** Each employee shall be eligible to join the Fund upon commencement of employment.
- 22.4.2** Each employee shall be eligible to receive contributions from the date of eligibility, notwithstanding the date the membership application prescribed in 22.3.3 was forwarded to the Fund.

22.5 Employer contributions on behalf of each employee

- 22.5.1** A respondent 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.
- 22.5.2** In accordance with the requirements of the relevant Acts, as mentioned, a respondent employer shall not be required to pay superannuation contributions in respect of employees who earn less than \$450 in a calendar month or upon reaching the age of 65.
- 22.5.3** The amount of contributions to the Fund shall be calculated to the nearest ten cents, any fraction below five cents shall be disregarded.
- 22.5.4** 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.
- 22.5.5** The Fund and the amount of contributions paid in accordance with this clause and 22.8 shall be included in pay advice notices provided by employers to each employee.
- 22.5.6** 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 37 - Accident pay.

22.6 Unpaid absences

Except as where specified in the rule of the Fund, contributions by respondent employers in respect of unpaid absences will be proportional to the wage received by the employee concerned in a particular pay period. For the purposes of this clause, each pay period will stand alone. Accordingly, unpaid absences in one pay period will not carry over to another pay period.

22.7 Cessation of contributions

A respondent employer's obligation to make contributions on behalf of the employee ceases on the last day of employment of the employee with the employer.

22.8 Employee contributions

22.8.1 An employee may make contributions to the Fund in addition to those made by the respondent employer under 22.5.

22.8.2 An employee who wishes to make additional contributions must authorise the respondent employer in writing to pay into the Fund, from the employee's wages, amounts specified by the employee in accordance with the Fund Trust Deed and Rules.

22.8.3 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.

22.8.4 An employee may vary his or her additional 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 his or her additional contributions once each month.

22.8.5 Additional employee contributions to the Fund requested under this clause shall be expressed in whole dollars.

22.9 Exemptions

22.9.1 This clause shall not apply to any employer who contributes to the Hospitals Superannuation Board Fund in respect of their employees.

22.9.2 A respondent employer may make application for exemption from 22.5 in respect of contributions to the Fund for employees who are not members of the union.

22.9.3 Applications for exemption shall be determined in accordance with the Superannuation Test Case [Print L5100] or any decision made in succession thereto.

22.9.4 It is recorded that the scheme specified in the first column hereunder is a scheme to which this paragraph applies and that the agreement of the union and its members has effect on or after the date correspondingly set out in the second column hereunder.

Name of Scheme

Date of Effect of Union Agreement

PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK, WEEKEND WORK

23. HOURS

23.1 All Employees Except Pharmacists

23.1.1 The hours for an ordinary week's work shall be worked either - in a week of five days in shifts of not more than 7 hours and 36 minutes each; or by mutual agreement in a week of four days in shifts of not more than ten hours each; or by mutual agreement, provided that the length of any ordinary shift shall not exceed ten hours. Subject to the roster provisions 80 hours may be worked in any two consecutive weeks, but not more than 50 ordinary hours may be worked in any of such weeks.

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

23.2 Pharmacists, Student Pharmacists and Trainee Pharmacists

The ordinary hours for a week's work for a Pharmacist, Student Pharmacist or Trainee Pharmacist shall be 38, which shall be worked in five days Monday to Friday. Where a Pharmacist, Student Pharmacist or Trainee Pharmacist is required to work on a Saturday he or she shall be paid at the rate of double time. Provided that if the employer so elects, but not otherwise, he or she may be paid at the rate of single time and also be granted the equivalent hours off duty in one period.

23.4 Summer time

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

23.4.1(a) commencing before the time prescribed pursuant to the relevant legislation for the commencement of a summer time period; and

23.4.1(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.

23.4.2 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.

24. ROSTERS

- 24.1** 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.
- 24.2** Where an employer requires an employee (other than a Pharmacist) without seven days notice and outside the circumstances prescribed in 24.1 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 Scientist grade I - 1st year of experience after qualification.
- 24.3** Where an employer requires a Pharmacist employee without seven days notice and outside the circumstances prescribed in 24.1 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.

25. MEAL INTERVALS AND REST INTERVALS

25.1 Meal intervals

25.1.1 All employees except Pharmacists

- 25.1.1(a)** Except as provided in 25.1.1(b) or 25.1.1(c), a meal interval of not less than 30 minutes and not more than 60 minutes shall be allowed each employee during each shift. Such meal interval shall not be counted as time worked.
- 25.1.1(b)** Each employee on night duty who is not relieved from duty (and “on call”) during the rostered meal interval shall be granted a meal interval of not less than twenty minutes to be commenced after completing three hours and not more than five hours of duty. Such time to be counted as time worked.
- 25.1.1(c)** The arrangement set out in 25.1.1(b) may also be adopted in any case where there is mutual agreement between employer and employee.

25.1.2 Pharmacists

A meal interval of not less than 45 minutes and not more than 60 minutes shall be allowed each Pharmacist employee during each shift. Such meal interval shall not be counted as time worked.

25.2 Rest period

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.

26. OVERTIME

26.1 All employees except Pharmacists

Subject to clause 26.1.1 an employer may require an employee to work reasonable overtime at overtime rates.

26.1.1 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:

26.1.1(a) any risk to employee health and safety;

26.1.1(b) the employee's personal circumstances including any family responsibilities;

26.1.1(c) the needs of the workplace or enterprise;

26.1.1(d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and

26.1.1(e) any other relevant matter.

26.1.2 Only authorised overtime shall be paid for and the following rates of overtime shall apply:

26.1.2(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.

26.1.2(b) outside a spread of twelve hours from the commencement of the rostered period of duty - double time.

26.1.2(c) except as provided for in 26.1.3 overtime shall be paid for and a Scientist shall not be allowed to take time off in lieu thereof.

26.1.3 A Scientist grade III, and IV and a Psychologist Grade III and above may elect in lieu of payment of overtime, to take time off equivalent to the time worked at a time mutually agreed between the employer and the employee.

26.1.4 The provisions of subclause 26.1.2 and 26.1.3 shall not apply to a Scientist - Director or Deputy Director.

26.1.5 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.

26.1.6 An employee who works so much overtime between the termination of his/her previous rostered ordinary hours of duty and the commencement of his/her 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.

26.1.7 If on the instructions of his or her employer such an employee resumes or continues work without having had such ten consecutive hours off duty he or she shall be paid at the rate of double time until he or she is released from duty for such rest period and he or she shall then be entitled to be absent until he or she has had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

26.2 Pharmacists

26.2.1 Except as provided in 26.2.1(d) the following overtime rates shall be paid for all work done:

26.2.1(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.

26.2.1(b) Subject to clause 26.2.1(c) an employer may require an employee to work reasonable overtime at overtime rates.

26.2.1(c) 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:

26.2.1(c)(i) any risk to employee health and safety;

26.2.1(c)(ii) the employee's personal circumstances including any family responsibilities;

26.2.1(c)(iii) the needs of the workplace or enterprise;

26.2.1(c)(iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and

26.2.1(c)(v) any other relevant matter.

26.2.1(d) where an employee is required to work on a Saturday or Sunday he or she shall be paid at the rate of double time. Provided that if the employer so elects, but not otherwise, he or she may be paid at the rate of single time and also be granted equivalent hours off duty in one period.

27. ON-CALL/RE-CALL

27.1 On call allowance

27.1.1 Pharmacists

27.1.1(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 24-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.

27.1.1(b) The allowance shall be 5% in respect to any other 24-hour period or part thereof on any public holiday or part thereof.

27.1.2 Psychologists

A Psychologist required to be on call outside ordinary hours shall be paid an allowance of 2.5% of his or her weekly wages for each rostered period of duty during which he or she is so required.

27.1.3 All other employees

27.1.3(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 24-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.

27.1.3(b) The allowance shall be 5% in respect to any other 24-hour period or part thereof or any public holiday or part thereof.

27.1.3(c) A Scientist Director or Deputy Director required to be on call outside ordinary hours shall be paid an allowance equal to 10% of his or her weekly wages for each week during which he or she is 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 27.1.3(a) and 27.1.3(b).

27.2 Recall

27.2.1 In the event of an employee being recalled to duty for any period during an off-duty period such employee 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 following rates:

27.2.1(a) Within a spread of twelve hours from the commencement of the last previous period of ordinary duty - time and a half.

27.2.1(b) Outside a spread of twelve hours from the commencement of the last previous period of ordinary duty - double time.

27.2.2 An employee (other than a casual employee) who works so much recall between midnight and the commencement of his or her next succeeding rostered period of duty that he or she would not have at least eight consecutive hours off duty between those times, shall, subject to this clause, be released after completion of such recall worked until he or she has had eight consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

27.2.3 If on the instructions of his or her employer such an employee resumes or continues work without having had such eight consecutive hours off duty he or she shall be paid at the rate of double time until he or she is released from duty for such rest period and he or she shall then be entitled to be absent until he or she has had eight 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 he or she has had eight consecutive hours (within the meaning of this clause) off duty.

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

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

28. SHIFT WORK

28.1 All employees except Pharmacists

- 28.1.1** In addition to any other rates prescribed elsewhere in this award, 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.
- 28.1.2** 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. he or she shall be paid for any such period of duty an amount equal to 4%, 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 he or she shall be paid for any such period of duty an amount equal to 5% 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.
- 28.1.3** 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 he or she shall be paid an amount equal to 4% of the rate applicable to the first year of experience Scientist grade I on the occasion of each such change in addition to any amount payable under the preceding provisions of this clause.
- 28.1.4** The allowances payable pursuant to this clause shall be calculated to the nearest 5 cents, portions of a cent being disregarded.
- 28.1.5 Saturday and Sunday work**
- 28.1.5(a)** Where Saturday or Sunday duties are required to be carried out in excess of the ordinary week’s work, such duties shall be paid for at the rate of double time.
- 28.1.5(b)** All rostered time of ordinary duty performed on a Saturday or on a Sunday shall be paid for at the rate of time and a half.
- 28.1.5(c)** If the Saturday or Sunday duty involves duty in excess of the prescribed rostered hours, the excess period shall be paid for at the rate of double time for Saturday and Sunday.
- 28.1.5(d)** The provisions of this subclause shall not apply to a Scientist - Director or Deputy Director.

28.2 Pharmacists

- 28.2.1** In addition to any other rates prescribed in this award a Pharmacist employee whose rostered hours of ordinary duty finish between 6.00 p.m. and 8.00 a.m. or commence between 6.00 p.m. and 8.00 a.m. shall be paid an amount equal to 2.28% of the weekly rate applicable to the “Pharmacist grade I, 1st year of experience after qualification”.
- 28.2.2** Where a Pharmacist employee is required to work on a Saturday or Sunday he or she shall be paid at the rate of double time. Provided that if the employer so elects, but not otherwise, he or she may be paid at the rate of single time and also be granted equivalent hours off duty in one period.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

29. ANNUAL LEAVE

29.1 Period of leave

An employee who has been in the service of the same employer for a period of not less than twelve months shall be granted 152 hours leave on ordinary pay.

29.2 Annual leave exclusive of public holidays

The annual leave prescribed in 29.1 shall be exclusive of any of the holidays prescribed by clause 35 - 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.

29.3 Leave to be taken

The annual leave provided for by this clause shall be allowed and shall be taken and except as provided by 29.7, payment shall not be made or accepted in lieu of annual leave.

[29.4 substituted by [PR969977](#) ppc 16Dec05]

29.4 Time of taking leave

- 29.4.1** 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.
- 29.4.2** Provided that in order to assist employees in balancing their work and family responsibilities, an employer 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.
- 29.4.3** Annual leave may be taken in single day periods not exceeding ten days in any calendar year at a time or times agreed between the employer and the employee.

29.5 Leave allowed before due date

An employer may allow annual leave to an employee before the right thereto has accrued due, but where leave is taken in such case a further period of annual leave shall not commence to accrue until after the expiration of the twelve months in respect of which annual leave had been taken before it accrued. Where leave has been granted to an employee pursuant to this clause before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve months' continuous service in respect of which the leave was granted and the sum paid by the employer to the employee as ordinary pay for the annual leave or part so taken in advance exceeds the sum which the employer is required to pay under 29.7 the employer shall not be liable to make any payment to the employee under 29.7, and shall be entitled to deduct the amount of such excess from any remuneration payable to the employee upon termination of the employment.

29.6 Payment for period of annual leave

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

29.7 Proportionate leave

- 29.7.1** 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 him or her, an amount equal to 1/12th of his or her ordinary pay for that period.
- 29.7.2** Where the employment of an employee who has become entitled to one or more periods of annual leave provided by this award is terminated, the employer shall be deemed to have given all of such leave (except so much, if any, as has already been taken) to the employee as from the date of the termination of the employment, and shall forthwith pay to the employee, in addition to all other amounts due to the employee, the employee's ordinary pay for the period of that leave.
- 29.7.3** Clause 29.7.2 applies to and in respect of any annual leave (except so much, if any, as has already been taken) whether or not the employee concerned continues to be entitled (apart from this clause) to take it, and so applies as if the employee's right to take it had accrued immediately before the date of the termination of the employee's employment.
- 29.7.4** Nothing in 29.7.2 or 29.7.3 affects the obligation of an employer to give or an employee to take annual leave in accordance with this award.

29.8 Weekend worker

29.8.1 Additional leave (full-time)

- 29.8.1(a)** For all purposes of this clause in addition to the leave herein prescribed a full-time employee as defined required to work and who worked ordinary hours as prescribed under clause 23 - Hours, on weekdays and on weekends throughout the qualifying twelve-month period of service shall be allowed 38 working hours leave.
- 29.8.1(b)** A full-time employee with twelve months' continuous service so engaged for part of the qualifying twelve-month period shall have the leave prescribed in 29.8.1 increased by three hours 48 minutes for each month during which engaged as aforesaid.
- 29.8.1(c)** A full-time employee so engaged for part of the qualifying twelve-month period whose employment is terminated shall receive in addition to other amounts due in lieu of annual leave a pro rata payment based on the amount payable under this clause for the full qualifying twelve-month period and the period so engaged.
- 29.8.1(d)** This clause shall not apply to any weekend on which the employee works four hours or less.

29.8.2 Part-time employees only - weekend workers

- 29.8.2(a)** For the purposes of this award **weekend workers** shall mean any employee who in any one year of employment works portion of his or her ordinary hours on a Sunday.
- 29.8.2(b)** A weekend worker who works on ten or more Sundays during the yearly period of which his or her leave accrues shall be allowed 38 working hours leave additional to the leave herein before prescribed.
- 29.8.2(c)** This clause shall not apply to any Sunday on which the employee works four hours or less.

29.9 Annual leave loading

- 29.9.1** An employee entitled to annual leave shall be paid an annual leave loading of 17-1/2% of the ordinary weekly rate of pay for the classification at which the employee is employed at the commencement of their annual leave, provided that the maximum annual allowance payable shall be calculated on the salary of a Medical Scientist Grade 3 Year 2.
- 29.9.2** Provided that where an employee would have received shift penalties or Saturday and/or Sunday penalties prescribed in clause 28 had they not been on annual leave and such shift loadings would have entitled the employee to a greater amount than under paragraph 29.9 (a) of this clause, then the shift loadings shall be paid to the employee in lieu of the 17 1/2 % loading.

29.10 Termination

The loading calculated according to 29.9 shall be payable on proportionate leave calculated according to 29.7.

29.11 Sickness during annual leave

29.11.1 Where an employee becomes sick, whilst on annual leave for a period of not less than five days on which s/he would otherwise have worked, and immediately forwards to the employer a certificate of a legally qualified medical practitioner, then the number of days not less than five specified in the certificate shall be deducted from any sick leave entitlement standing to the employee's credit, and shall be re-credited to his or her annual leave entitlement.

29.11.2 The amount of annual leave loading received for any period of annual leave converted to sick leave in accordance with 29.11.1, shall be deducted from any future entitlement to annual leave loading, or if the employee resigns, from termination pay.

29.12 Single day leave

[29.12.1 substituted by [PR969977](#) ppc 16Dec05]

29.12.1 Subject to the provisions of clause 29.4 of this clause, the employer and a majority of employees at an enterprise may agree to establish a system of single day annual leave absences

29.12.2 The employer shall inform each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of annual leave flexibility, and providing a reasonable opportunity for the union to participate in negotiations.

29.12.3 Access to annual leave, as prescribed in 29.4, shall be exclusive of any shutdown period provided for elsewhere under this award.

29.12.4 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.

29.12.5 Once a decision has been taken to introduce an enterprise system of single day annual leave, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to regulations 131A - 131R of the Workplace Relations Regulations.

30. PERSONAL LEAVE

[30 substituted by [PR969977](#) ppc 16Dec05]

The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees. The entitlements of casual employees are set out in clause 30.7.

30.1 Definitions

The term immediate family includes:

- 30.1.1** spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and
- 30.1.2** child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

30.2 Amount of paid personal leave

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

- due to personal illness or injury; or
- 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.

30.2.2 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:

30.2.2(a) 91.2 hours will be available in the first year of service;

30.2.2(b) 106 hours and 24 minutes will be available per annum in the second, third and fourth years of service.

30.2.2(c) 159 hours and 36 minutes will be available in the fifth and following years of service.

30.2.3 In any year personal leave accrues by the balance of that year's untaken personal leave.

30.3 Personal leave for personal injury or sickness

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.

30.4 Personal leave to care for an immediate family or household member

30.4.1 An employee is entitled to use up to 10 days personal leave, 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.

30.4.2 By agreement between an employer and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in 30.4.1, beyond the limit set out in 30.4.1. In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

30.5 Evidence supporting claim

30.5.1 The provisions of sub clauses 30.4.1 and 30.4.2 are subject to the provision that such illness is certified by a legally qualified medical practitioner (or a statutory declaration signed by an employee shall be deemed to be satisfactory evidence of sickness) and evidence thereof, if required by the employer is produced within three days of such a request.

30.5.2 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.

30.6 Unpaid personal leave

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 done 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 30.5.1met

30A. BEREAVEMENT LEAVE

[30A inserted by [PR969977](#) ppc 16Dec05]

The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees. The entitlements of casual employees are set out in clause 30.9.

30A.1 Paid leave entitlement

An employee is entitled to up to 4 days bereavement leave on each occasion of the death in Australia of either a member of the employee's immediate family or household.

30A.2 Proof of death must be provided to the satisfaction of the employer, if requested.

30A.3 Unpaid bereavement leave

30A.4 Where an employee has exhausted all personal leave entitlements, including accumulated entitlements, they will be entitled to 4 days per annum unpaid bereavement leave.

31. JURY SERVICE

- 31.1** An employee required to attend for jury service during his or her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of wage pursuant to clause 18 - Rates of pay, he or she would have received in respect of ordinary time he or she would have worked had he or she not been on jury service.
- 31.2** An employee shall notify his or her employer as soon as possible of the date upon which he or she is required to attend for jury service. Further, the employee shall give his or her employer proof of his or her attendance, the duration of such attendance and the amount received in respect of such jury service.

32. LONG SERVICE LEAVE

32.1 Entitlement

32.1.1 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, in accordance with the provisions of this clause.

32.1.2 The amount of such entitlement shall be:

32.1.2(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.

32.1.2(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 his/her service since the last accrual of entitlement to long service leave under paragraph 32.1.2(a).

32.1.2(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.

32.2 Service entitling to leave

32.2.1 Subject to this clause service shall also include all periods during which an employee was serving in Her Majesty's Forces or was made available by the employer for National Duty.

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

32.2.2(a) the taking of any annual leave or long service leave;

32.2.2(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 30 - Personal leave;

32.2.2(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;

32.2.2(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 37 - Accident pay;

32.2.2(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;

- 32.2.2(f)** any interruption arising directly or indirectly from an industrial dispute;
- 32.2.2(g)** the dismissal of an employee if the employee is re-employed within a period not exceeding two months from the date of such dismissal;
- 32.2.2(h)** any absence from work of a female employee for a period not exceeding twelve months in respect of any pregnancy;
- 32.2.2(i)** any other absence of a employee by leave of the employer, or on account of injury arising out of or in the course of his or her employment not covered by 32.2.2(d).

32.2.3 In calculating the period of continuous service of any employee, any interruption or absence of a kind mentioned in 32.2.2(a) to 32.2.2(e) shall be counted as part of the period of his or her service, but any interruption or absence of a kind mentioned in 32.2.2(f) to 32.2.2(i) shall not be counted as part of the period of service unless it is so authorised in writing by the employer.

32.2.4 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.

32.3 Payment in lieu of long service leave on the death of an employee

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.

32.4 Payment for period of leave

32.4.1 Payment to an employee in respect of long service leave shall be made in one of the following ways:

32.4.1(a) In full in advance when the employee commences his or her leave; or

32.4.1(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

32.4.1(c) In any other way agreed between the employer and the employee.

32.4.2 Where the employment of an employee is for any reason terminated before he or she takes long service leave to which he or she is entitled, or where any long service leave accrues to an employee pursuant to 32.1.2(b) or 32.1.2(c), the employee shall be entitled to payment for such leave as at the date of termination.

32.4.3 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.

32.5 Taking of leave

- 32.5.1** 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 the Commission: provided that no such determination shall require such leave to commence before the expiry of six months from the date of such determination.
- 32.5.2** Any long service leave shall be inclusive of any public holiday occurring during the period when the leave is taken.
- 32.5.3** If the employer and an employee so agree:
- 32.5.3(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
 - 32.5.3(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.
- 32.5.4** 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.
- 32.5.5** 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.

32.6 Definitions

For the purpose of this clause the following definitions apply:

- 32.6.1** **Pay** means remuneration for an employee's normal weekly hours of work calculated at the employee's ordinary time rate of pay provided in clause 18 - Rates of pay, 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.
- 32.6.2** **Month** shall mean a calendar month.

33. PARENTAL LEAVE

[33 substituted by [PR969977](#) ppc 16Dec05]

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

The provisions of this clause apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees.

An eligible casual employee means a casual employee:

- (a) employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
- (b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

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).

An employer must not fail to re-engage a casual employee because:

- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.

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.

33.1 Definitions

33.1.1 For the purpose of this clause child means a child of the employee under school age or a child under school age 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

33.1.2 Subject to 33.1.3, in this clause, spouse includes a de facto or former spouse.

33.1.3 In relation to 33.5, spouse includes a de facto spouse but does not include a former spouse.

33.2 Basic entitlement

- 33.2.1** After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.
- 33.2.2** Subject to 33.3.6, 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:
- 33.2.2(a)** for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;
 - 33.2.2(b)** for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

33.3 Maternity leave

- 33.3.1** An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
- 33.3.1(a)** of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least ten weeks;
 - 33.3.1(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.
- 33.3.2** When the employee gives notice under 33.3.1(a) the employee must also provide a statutory declaration stating particulars of any period of paternity 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.
- 33.3.3** An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- 33.3.4** Subject to 33.2.1 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.
- 33.3.5** Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

33.3.6 Special maternity leave

33.3.6(a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

33.3.6(b) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

33.3.6(c) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

33.3.7 Where leave is granted under 33.3.4, 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.

33.4 Paternity leave

33.4.1 An employee will provide to the employer at least ten weeks prior to each proposed period of paternity leave, with:

33.4.1(a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and

33.4.1(b) written notification of the dates on which he proposes to start and finish the period of paternity leave; and

31.4.1(c) except in relation to leave taken simultaneously with the child's mother under 32.2.2(a), 32.2.2(b) and 32.4.1(a) a statutory declaration stating:

33.4.1(c)(i) he will take that period of paternity leave to become the primary care-giver of a child;

33.4.1(c)(ii) particulars of any period of maternity leave sought or taken by his spouse; and

33.4.1(c)(iii) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

33.4.2 The employee will not be in breach of 33.4.1 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.

33.5 Adoption leave

- 33.5.1** The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. 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.
- 33.5.2** Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:
- 33.5.2(a)** the employee is seeking adoption leave to become the primary care-giver of the child;
 - 33.5.2(b)** particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - 33.5.2(c)** that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- 33.5.3** An employer may require an employee to provide confirmation from the appropriate government authority of the placement.
- 33.5.4** 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.
- 33.5.5** 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.
- 33.5.6** 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.

33.6 Variation of period of parental leave

Where an employee takes leave under 33.2.1 or 33.10.1(b), unless otherwise agreed between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements.

33.7 Parental leave and other entitlements

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.

33.8 Transfer to a safe job

33.8.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner, 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, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

33.8.2 If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

33.9.1 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.

33.9.2 An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 33.8, the employee will be entitled to return to the position they held immediately before such transfer.

33.9.3 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.

33.10 Right to request

33.10.1 An employee entitled to parental leave pursuant to the provisions of clause 33.2 may request the employer to allow the employee:

33.10.1(a) to extend the period of simultaneous unpaid parental leave provided for in clauses 33.2.2(a) and 33.2.2(b) up to a maximum of eight weeks;

33.10.1(b) to extend the period of unpaid parental leave provided for in clause 33.2.1 by a further continuous period of leave not exceeding 12 months;

33.10.1(c) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

33.10.2 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 of 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.

33.10.3 Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under 33.10.1(b) and 33.10.1(c) must be recorded in writing

33.10.4 Request to return to work part-time

Where an employee wishes to make a request under 33.10.1(c), 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.

33.11.1 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:

33.11.1(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

33.11.1(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.

33.11.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

33.11.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 33.10.1.

33.12 Replacement employees

33.12.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

33.12.2 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

34. EXAMINATION LEAVE

34.1 An employee shall be granted leave with full wages in order to attend examinations necessary to obtain a higher qualification as defined in 4.9. Provided that such examinations are held within the Commonwealth of Australia.

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

34.2.1 to proceed to and from the place of examination; and

34.2.2 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;

34.3 A Trainee Pharmacist 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.

34.4 Any leave granted under the provision of this clause shall be in addition to the provisions of clause 29 -Annual leave.

35. PUBLIC HOLIDAYS

35.1 An employee shall be entitled to holidays on the following days:

35.1.1 New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and

35.1.2 the following days, as prescribed in Victoria: Australia Day, Anzac Day, Queen's Birthday, Eight Hours' Day or Labour Day; and

35.1.3 Melbourne Cup Day or in lieu of Melbourne Cup Day, some other day as determined in a particular locality.

35.2 Holidays in lieu

35.2.1 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

35.2.2 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.

35.2.3 When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

35.3 Where in Victoria, public holidays are declared or prescribed on days other than those set out in 35.1 and 35.2, those days shall constitute additional days for the purpose of this award.

35.4 Substitution of public holidays by agreement

35.4.1 An employer and their employees may agree to substitute another day for any prescribed in this clause. For this purpose the consent of the majority of affected employees shall constitute agreement.

35.4.2 An agreement pursuant to 35.4.1 shall be recorded in writing and be available to every affected employee.

35.4.3 The union shall be consulted about an agreement pursuant to 35.4.1.

35.4.4 Any disputes arising from clause 35.4.3 shall be dealt with through the Disputes Avoidance/Settlement procedures of this award.

35.4.5 If no resolution is achieved pursuant to 35.4.4, the employer may apply to the Commission for approval of the agreement reached with their employees. Such application must be made fourteen or more days before the prescribed holiday. After giving the employer and union an opportunity to be heard, the Commission will determine the application.

35.5 Payment for time worked on a public holiday

35.5.1 An employee who works (excepting on recall) on any day specified in 35.1 shall:

35.5.1(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

35.5.1(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.

35.5.2 Where such holiday occurs on his or her rostered day off, the 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.

35.5.3 Where an employee is rostered to work on a public holiday and fails to do so, such employee shall not be entitled to holiday pay for the holiday.

35.5.4 Where an employee, who is rostered to work on a public holiday, requests and is granted the day off such employee shall not be entitled to holiday pay for the holiday unless the request was made by the employee at least three clear working days prior to the date of such holiday.

The provisions of this subclause 35.5.4 shall not apply to Pharmacists.

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

35.5.6 Christmas Day, Boxing Day and New Year's Day

[35.5.6 inserted by [PR966114](#) ppc 07Dec05 for all employers except clients of Jenny Fraumano and Associates; [PR967645](#) ppc 15Dec05 for clients of Jenny Fraumano and Associates]

35.5.6(a) Where Christmas Day and/or Boxing Day and/or New Year's Day fall on a Saturday or a Sunday, an employee, other than a casual employee, who works on Christmas Day and/or Boxing Day and/or New Year's Day shall be paid at the rate of time and one half for the time worked with a minimum of four hours wages. If such an employee also works on the Holiday(s) in lieu set out in clause 35.2, he or she shall be paid at the normal award rate for work on this day or these days.

- 35.5.6(b)** In addition to the benefit provided by clause 35.5.6(a) hereof, an employee who works on Christmas Day and/or Boxing Day and/or New Year's Day shall, for each day so worked, either be allowed a substitute holiday at a time convenient to the employer or receive an extra day's wages at ordinary rates.
- 35.5.6(c)** This clause overrides any other provisions of the award with which it is inconsistent.

PART 8 - TRANSFERS TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

36. TRAVELLING TRANSPORT AND FARES

[36 varied by [PR954958](#) ppc 20Dec03]

THERE SHOULD BE NO INCREASE IN TRAVEL ALLOWANCE - AS THE CPI FIGURES FOR PRIVATE MOTORING DECREASED BY 1.8%

[36.1 substituted by [PR954963](#) [PR975772](#); [PR979870](#) ppc 01Oct07]

36.1 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 his or her vehicle for transport to a place of work shall receive the following allowances:

	A kilometre (cents)	A mile (cents)
Motor cars:		
35 PMU and over	63	103
Under 35 PMU	52	83
Motor cycles:		
250 cc and over	30	49
Under 250 cc	22	37
Bicycles	8	

Note: **PMU** means power mass units as stated in the certificate of registration for the vehicle.

36.2 Any employee so recalled who does not use his or her vehicle shall be provided, at the expense of the employer, with a hire car or taxi, for the inward and return journeys.

36.3 Should any employee be required to use his or her vehicle during normal working hours on employer business, the employee shall receive such allowance for mileage as is granted in 36.1.

36.4 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.

36.5 The rates set out in 36.1 will be subject to regular review based on the rates issued by the Victorian Public Service Commissioner.

PART 9 - ACCIDENT PAY, UNIFORM AND CLOTHING

37. ACCIDENT PAY

37.1 An employer shall pay and an employee shall be entitled to receive accident pay in accordance with this clause.

37.2 Definitions

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

37.2.1 **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.

37.2.2 **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.

37.2.3 Accident pay means:

37.3 Total incapacity

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:

37.3.1 the total amount of compensation, including allowances, paid to the employee during the period of incapacity under the Act for the week; and

37.3.2 the total weekly award rate, as varied from time to time, and any over award payment being paid to the employee at the date of the injury and which would have been payable for the employee's classification for the week in question if they had been performing their normal duties, provided that in making such calculation any payment for overtime earnings, shift premiums, penalty rates and any ancillary payment payable by the employer shall not be taken into account.

37.4 Partial incapacity

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

37.4.1 the total amount of compensation paid to the employee during the period of incapacity under the Act for the week together with the average weekly amount they are earning.

37.4.2 the total weekly award rate, as varied from time to time, and any weekly over award payment being paid to the employee at the date of the injury and which would have been payable for the employee's classification for the week in question if they had been performing their normal duties, provided that:

37.4.2(a) 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.

37.5 Payment for part of a week

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

37.6 Qualifications for payment

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:

37.6.1 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 37.6.3 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.

37.6.2 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.

37.6.2(a) 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.

37.6.2(b) 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.

- 37.6.3** 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.
- 37.6.4** 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.
- 37.6.5** 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.

37.7 Maximum period of payment

The maximum period or aggregate period of accident pay to be made by the employer shall be a total of 39 weeks for any one injury as defined in 37.2.

37.8 Absences on other than paid leave

An employee shall not be entitled to the payment of accident pay in respect of any period of paid annual leave, or long service leave or for any paid public holiday in accordance with the appropriate award provisions.

37.9 Notice of injury

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

37.10 Medical examination

- 37.10.1** In order to receive an entitlement to accident pay an employee shall meet the requirements of the Act for attending medical examinations.
- 37.10.2** 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.

37.11 Cessation or redemption of weekly payments

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.

37.12 Civil damages

37.12.1 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.

37.12.2 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.

37.12.3 Where an employee obtains a judgement or settlement for damages against a person other than the employer in respect of an injury for which he or she has 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.

37.13 Insurance against liability

Nothing in this award shall require an employer to insure against liability for accident pay.

37.14 Variations in compensation rates

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.

37.15 Death of an employee

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

37.16 Commencement

This clause shall only apply in respect of incapacity arising from any injury occurring or recurring on or after 3 March 1975.

38. UNIFORMS AND CLOTHING

38.1 The employer shall make available at the employer's expense an adequate number of suitable laboratory coats for each employee employed in a laboratory. Pharmacists shall be provided with a minimum of two washable coats per week. Such coats shall remain the property of the employer and shall be laundered free of cost to the employee.

Where a locum pharmacist is required to provide his or her own coat, the employer shall arrange the laundering free of cost to the employee.

38.2 Where an employee in the course of his or her employment suffers any damage to or soiling of clothing or other personal effects (excluding female hosiery), the employer shall be liable for the replacement, repair or cleaning of such clothing or personal effects, provided that immediate notification is given of such damage or soiling. This clause shall not apply in the case where the damage or soiling is occasioned by the negligence of the employee.

PART 10 - AWARD COMPLIANCE

39. POSTING OF AWARD

A copy of this award shall be available for the perusal of employees.

APPENDIX A - SCHEDULE OF RESPONDENTS

Adaihi Private Sector

APPENDIX B - SCHEDULE OF RESPONDENTS

Strathgordon Private Sector

DECLARATION - VICTORIA

[Common Rule declared by [PR953971](#) from 01Jan05]

Further to the Decision issued by the Commission on 18 January 2005 [[PR954125](#)] and pursuant to ss.141 and 493A of the *Workplace Relations Act 1996* (the Act), the Commission makes the following declaration for a common rule award:

1. In this Declaration:
 - 1.1 **the award** means the Health Services Union of Australia (Victoria – Private Sector – Medical Scientists, Psychologists and Pharmacists) Award 2004, as varied from time to time;
 - 1.2 **employees** means employees in the industry who perform work of a kind that is covered by the award;
 - 1.3 **employers** means employers who employ employees;
 - 1.4 **the industry** means the calling, service, employment, industrial occupation or vocation of a person who:
 - 1.4.1 holds a degree of Bachelor of Science of a Victorian University or its equivalent as determined by any such University; or
 - 1.4.2 holds a degree of Bachelor of Applied Science from a College of Advanced Education as registered in the National Register of awards in Advanced Education; or
 - 1.4.3 is eligible for Associate Membership of the Australian Institute of Medical Laboratory Scientists; or
 - 1.4.4 is engaged in studies leading to the attainment of being eligible for Associate Membership of the Australian Institute of Medical Laboratory Scientists; or
 - 1.4.5 is eligible for full membership of the Dietitians Association of Australia; or
 - 1.4.6 holds a post graduate diploma in audiology from a Victorian University or its equivalent as determined by any such University; or
 - 1.4.7 is eligible for membership of the Audiological Society of Australia; or
 - 1.4.8 is eligible for ordinary membership of the Neurophysiological Sciences Society of Australia; or
 - 1.4.9 is eligible for full membership of the Australasian Society of Cardiovascular Perfusionists; or

- 4.2 With respect to redundancy payments for employees of employers who have less than 15 employees, only service on or after 1 January 2005 is to be taken into account for the purpose of calculating 'service'.
- 4.3 With respect to redundancy payments for employees of employers who have 15 employees or more, only service on or after 1 January 2004 is to be taken into account for the purpose of calculating 'service'. [Note: the agreement in respect of this issue is without prejudice to the position a party may put in roping-in proceedings.]
- 4.4 Any accident make-up pay clause is to apply in relation to any injury on or after 3 August 2004.
- 4.5 The wages clauses (including all allowances and penalty payments) are to commence operation from the first pay period on or after Monday, 3 January 2005 provided that in all cases the wages clauses commence operation no later than 5 January 2005.
5. The Health Services Union of Australia (Private Sector – Medical Scientists, Pharmacists and Psychologists) Victorian Common Rule Declaration 2005 shall not apply to:
 - 5.1 employers respondent by any means to any other award of the Commission in respect of the employment by them of employees covered by that award.
6. This declaration shall not apply to a person with a disability who is eligible for a Disability Support Pension and who is employed by a supported employment service that receives funding under the *Disability Services Act 1986* (Cth) to provide support for that person. [See Note 1 below.]
7. An employer who is making superannuation contributions into a complying superannuation fund, within the meaning of the *Superannuation Industry (Supervision) Act 1993* (Cth), on behalf of an employee covered by this declaration, prior to the date of effect of this declaration is exempt from any provision in the award which specifies the fund or funds into which superannuation contributions are to be paid. [See Note 2 below.]
8. In the event of a dispute about the entitlement of an employer to set-off entitlements and benefits provided under a contract of employment made prior to the date of this declaration against entitlements and benefits required to be provided under the Health Services Union of Australia (Private Sector – Medical Scientists, Psychologists and Pharmacists) Victorian Common Rule Award 2005, the matter may be referred to a Board of Reference consisting of a Member of the Commission which shall determine whether or not such a set-off should be permitted having regard to what is fair and equitable in all the circumstances of the case, without regard to technicalities and legal forms.
 - 8.1 An appeal lies from a decision of a Board of Reference to a Full Bench of the Commission.

- 8.2** This clause shall apply for a period of twelve months from the commencement date of the Health Services Union of Australia (Private Sector – Medical Scientists, Psychologists and Pharmacists) Victorian Common Rule Declaration 2005.
- 8.3** Any registered organisation bound by the terms of Health Services Union of Australia (Private Sector – Medical Scientists, Psychologists and Pharmacists) Victorian Common Rule Declaration 2005 shall be notified of the time and date of hearing in relation to any application made pursuant to this provision.
- 9.** Nothing in this declaration reduces or in any way detracts from any accrued rights to any forms of leave including sick leave, annual leave, long service leave or parental leave to which employees or any of them have become entitled by accrual or otherwise prior to the commencement date in clause 10 below.
- 10.** This declaration shall be an award of the Commission, shall come into force on [1 January 2005 and shall remain in force for a period of three months and thereafter in accordance with the Act. [See Note 3 below.]

Note 1

1. Disability Support Pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided for under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme.
2. The intention of this provision is limited to preventing the award from applying to sheltered workshops (i.e. supported employment services) - it does not prevent the award from applying to employees with disabilities in open employment.
3. Leave is reserved for any party to have this issue reconsidered in the light of any developments in the national process which is currently considering workplace relations issues for sheltered workshops. This national process includes the Disability Sector National Industry Consultative Council and any related applications that seek award coverage for sheltered workshops.

Note 2

1. The purpose of the exception above is to maintain the status quo in respect of employers who, as at the date of effect of the common rule declaration, are making superannuation contributions into a complying superannuation fund. These employers will not be required to change their existing arrangements. Nor will there be any requirement for the existing arrangements to be the subject of an agreement between the employer and employees. For the avoidance of doubt, the exception continues to apply to employers who are making superannuation contributions to complying superannuation funds which are successor funds (as defined in Regulation 1.03 of the *Superannuation Industry (Supervision) Regulations 1994* (Cth), or as amended or replaced by other legislation) into which benefits are transferred, after the date of effect of the common rule declaration, in accordance with the *Superannuation Industry (Supervision) Act 1993* (Cth) and the Regulations thereunder. Further, "existing arrangements" includes the making of contributions to such funds.

2. The exception is in respect of current and future employees of the employers who are entitled to the benefit of the exemption.
3. The exception does not apply to new businesses which are established after the date on which the award is declared to have effect as a common rule.
4. The exception only applies to employers who are required to apply the terms of the award by virtue of the Common Rule declaration. It does not apply to employers who are named respondents to the award or who are parties bound by virtue of their membership of an employer organisation.
5. The exception applies subject to any Commonwealth legislation to the contrary.

Note 3

Subject to s.113 of the *Workplace Relations Act 1996* and any order of the Commission, an award dealing with particular matters continues in force until a new award is made dealing with the same matters (see s.148 of the *Workplace Relations Act 1996*).

** end of text **