



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Victorian Cytology Service Incorporated
(AG2014/6045)

VICTORIAN CYTOLOGY SERVICE INCORPORATED ENTERPRISE AGREEMENT 2014-2017

Health and welfare services

COMMISSIONER JOHNS

MELBOURNE, 13 JUNE 2014

Application for approval of the Victorian Cytology Service Incorporated Enterprise Agreement 2014 - 2017.

[1] On 16 May 2014 Victorian Cytology Service Incorporated (**Applicant**) made an application for approval of the *Victorian Cytology Service Incorporated Enterprise Agreement 2014 - 2017* (**Agreement**). The application was made pursuant to s 185 of the *Fair Work Act 2009* (Cth) (**Act**). The Agreement is a single-enterprise agreement.

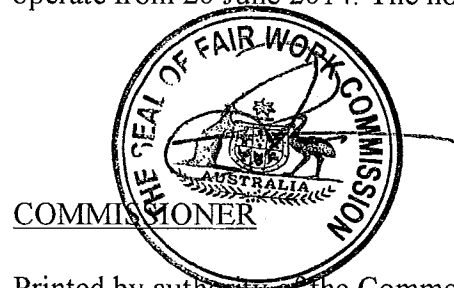
[2] The Agreement was lodged within 14 days after it was made.

[3] The Applicant has provided written undertakings. The undertakings are in relation to minimum and maximum engagement of casual employees. A copy of the undertakings is attached as Annexure A. The Commission is satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. In any case, the Health Services Union (**HSU**) has indicated its acceptance of the undertakings.

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

[5] The HSU, being a bargaining representative for the Agreement, has given notice under s 183 of the Act that it wants the Agreement to cover it. In accordance with s 201(2), the Commission notes that the Agreement covers this organisation.

[6] The Agreement is approved. In accordance with s 54 of the Act the Agreement will operate from 20 June 2014. The nominal expiry date of the Agreement is 31 October 2017.



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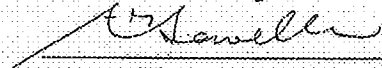
ANNEXURE A

AG2014/6045 -- Undertaking of Victorian Cytology Service Incorporated

Pursuant to section 190 of the *Fair Work Act 2009*, in the application of the Victorian Cytology Service Incorporated Agreement 2014 -- 2017, Victorian Cytology Service Inc. undertakes as follows:

- That the minimum period of engagement of a casual employee shall be 3 hours;
- That no employee shall be required to work more than 10 ordinary hours of work (exclusive of meal breaks) in one day.

Date: JUNE 4th 2014

Signed: 
Name: Marion Saville

Position / Capacity: Executive Director

Address: 265 Faraday Street
 Carlton Victoria 3053

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

VICTORIAN CYTOLOGY SERVICE INCORPORATED AGREEMENT 2014-2017

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Part A Operation of the Agreement

1. Title

This agreement shall be known as the *Victorian Cytology Service Incorporated Enterprise Agreement, 2014-2017* and replaces the *Victorian Cytology Service Enterprise Agreement, 2009-2011*.

2. Division into Parts

This agreement is divided into the following Parts and Appendices:

Part A.	Operation of the Agreement
Part B.	Organisational Change, Dispute Resolution and Redundancy
Part C.	Employer and Employee Duties
Part D.	Wages, Reimbursements, Allowances, and Superannuation
Part E.	Other Employment Conditions
Part F.	Leave
Part G.	Accident Pay
Appendix A	Long Service Leave
Appendix B	Parental Leave
Appendix C	Salary Packaging
Appendix D	Enhanced Retirement Plan
Appendix E	Classifications
Appendix F	Wages

3. Definitions

In this Agreement:

- (a) **Agreement** means the Victorian Cytology Service Incorporated Enterprise Agreement 2014-2017 made under s186 of the FW Act.
- (b) **Employer** means Victorian Cytology Service Incorporated.
- (c) **Employees** means employees of the Employer excluding registered medical practitioners and Directors.
- (d) **FW Act** means the *Fair Work Act 2009* (Commonwealth).
- (e) **Director** means an Employee with that title who is responsible for managing a Department and reports directly to the Executive Director.
- (f) **Executive Director** means the position responsible to the Board of Directors for the overall management and performance of Victorian Cytology Service Incorporated and includes any person acting in that position.
- (g) Any reference to legislation includes any successor legislation.

4. Parties and Application

The parties to this Agreement are the Employer and all Employees.

5. Operation of Agreement

The parties to this Agreement have endeavoured to construct a fair and reasonable comprehensive agreement that covers rates of pay and conditions of Employees to whom it applies. This Agreement operates to the exclusion of any and all other enterprise agreements, awards or workplace agreements that would otherwise apply to the employment of the Employees of the Employer.

6. Date of Operation and Period of Operation

6.1 This Agreement shall operate 7 days from the date that the Fair Work Commission approves the Agreement in accordance with s54 of the FW Act and nominally expires on 31 October 2017.

6.2 Discussions regarding a replacement agreement shall commence no later than 6 months prior to the nominal expiry date of this Agreement, provided that any claim made during this period is not supported by industrial action.

7. No Extra Claims

Employees covered by this Agreement acknowledge that it settles all claims in relation to terms and conditions of employment of Employees to whom it applies and agree they will not pursue any further claims during the life of this Agreement.

8. Savings

8.1 Without limiting clause 23.3 (Higher Qualifications), Employees employed by VCS at the making of this Agreement will suffer no reduction in overall terms and conditions when compared with those in place immediately prior to the Agreement.

8.2 If an Employee is entitled to a greater benefit under the NES than under any provision of this Agreement, the Employee is entitled to the greater benefit under the NES.

Part B Organisational Change, Dispute Resolution and Redundancy

9. Organisational Change

- 9.1 Where the Employer has made a definite decision to implement a major change in its program, organisation, structure or technology, that is likely to have a significant impact on Employees, the Employer shall, as early as practicable, discuss with Employees, and if so requested by the Employees, their representatives, before the introduction of any proposed changes.
- 9.2 Significant impacts include termination of employment; major changes in the composition, operation or size of the Employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations; and the restructuring of jobs. If another term of this Agreement provides for the introduction of change in relation to any of the above matters, that term of the Agreement shall apply to the introduction of that change, and the requirements set out in this clause are taken not to apply.
- 9.3 The employer shall discuss with the affected Employees and their representatives amongst other things:
- (a) the introduction of changes that are likely to have significant impact on Employees;
 - (b) the impact such changes are likely to have on Employees;
 - (c) the reasons for any proposed redundancies and measures to avert or mitigate adverse impacts of such changes on Employees.
- 9.4 For the purposes of discussion, the Employer shall provide to the affected Employees and their representatives:
- (a) all relevant information about the changes, including the nature of the changes proposed;
 - (b) reasons for any proposed redundancies and the number of Employees and categories likely to be affected; and
 - (c) the expected impact of the changes on Employees and other matters that may impact on them and shall not be required to disclose confidential information the disclosure of which would be contrary to the Employer's interests.
- 9.5 In order to implement a change to an Employee's regular roster or ordinary hours of work, the Employer must:
- (a) provide information to the affected Employee about the change;
 - (b) invite the Employee to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - (c) consider any views given by the affected Employee about the impact of the change.
- 9.6 For the avoidance of doubt, an Employee's representative may include the union.

10. Dispute Resolution

Any issue or dispute arising out of this Agreement or in relation to the National Employment Standards (the matter) shall be dealt with as follows:

- 10.1 In the first instance, the Employee shall attempt to resolve the matter with his/her immediate supervisor. A representative of either party may be present if requested.

- 10.2 If the Employee still feels aggrieved, then the matter shall be referred to his/her Department Head. A representative of either party may be present if requested.
- 10.3 If the matter is still unresolved, it shall be referred to senior management and a meeting between the parties and their representatives if requested.
- 10.4 The above steps shall take place within 7 days unless otherwise agreed between the Employer and the Employee.
- 10.5 If the matter remains unresolved it may be referred by the Employee or the Employer to the Fair Work Commission for conciliation and, if necessary, arbitration.
- 10.6 Work must continue in accordance with the usual practice for up to 14 days following notification of the dispute while the parties seek to resolve the dispute in accordance with this clause. Thereafter, until the matter is determined, work must continue at the direction of the Employer. Health and Safety matters are exempted from this clause. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this procedure.
- 10.7 The parties must co-operate to ensure that these procedures are carried out expeditiously.

11. Redundancy

- 11.1 Where the Employer has made a decision that the Employer no longer requires the job the Employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the following procedure will be followed: -

Step 1: The Employer identifies positions that may be in excess to requirements.

Step 2: The Employer will immediately advise the relevant Employee(s) of the fact that these Employee(s) have been identified as in excess to requirements.

Step 3: Discussions will take place with the Employee(s) and, if so requested by the Employee(s), their representative on the various options available to avert or mitigate the effects of redundancy.

Discussions will include, but will not be limited to: -

- reduced hours;
- opportunities for redeployment to a position in a similar classification stream, or a stream acceptable to the Employee, with similar wage and duties; and
- opportunities to transfer to lower paid duties.

Step 4: If, following discussions, it is determined by the Employer that a position is redundant and that there are no options available to avert or mitigate the effects of the redundancy, the affected Employee will be given notice of termination in accordance with clause 11.2(a). Subject to any of the exceptions set out under clause 11.5, the affected Employee will be entitled to redundancy pay pursuant to clause 11.2(b) in addition to notice of termination.

Notwithstanding anything else in this Agreement the Employer's prerogative to manage the business and to make decisions about the business remains unaffected at all times.

11.2 Redundancy Pay

An Employee whose employment is terminated by reason of redundancy is entitled to the following severance package:

- (a) Four weeks notice or payment in lieu of notice for part or all of the period of notice for all Employees. An additional one week shall apply for Employees over 45 years of age.
- (b) Severance pay at the following rate:

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
1 year but less than 2 years	4 weeks pay
2 years but less than 3 years	6 weeks pay
3 years but less than 4 years	8 weeks pay
4 years but less than 5 years	10 weeks pay
5 years but less than 6 years	12 weeks pay
6 years but less than 7 years	13 weeks pay
7 years but less than 8 years	14 weeks pay
8 years but less than 9 years	16 weeks pay
9 years but less than 10 years	18 weeks pay
10 years but less than 11 years	22 weeks pay
11 years but less than 12 years	24 weeks pay
More than 12 years	26 weeks pay

11.3 Employees Leaving During the Notice Period

An Employee whose employment is terminated for reasons set out in clause 11.1 hereof may terminate his/her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he/she remained with the Employer until the expiry of such notice.

11.4 Time Off Work During Notice Period

- (a) During the period of notice of termination given by the Employer 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.
- (b) 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 she/he shall not receive payment for the time absent. For this purpose a statutory declaration shall be sufficient.

11.5 Employees Exempted

This clause shall not apply to the following:

- (a) where employment is terminated as a consequence of conduct that justifies instant dismissal, including incompetence or misconduct;
- (b) in the case of casual Employees as defined in clause 25.6;
- (c) probationary Employees (probation period identified in the letter of appointment);
- (d) in the case of fixed term employees as defined in clause 25.7.

11.6 A week's pay means the ordinary time rate of pay for the Employee concerned provided that such rates shall exclude:

- (a) overtime;
- (b) penalty rates;
- (c) disability allowances;
- (d) non-standard ordinary hours allowances;
- (e) special rates;
- (f) fares and travelling time allowances;
- (g) any other ancillary payments of the like nature.

11.7 **Transfer to Lower Paid Duties**

Where an Employee is transferred to lower paid duties for reasons set out in clause 11.1 the Employee shall be entitled to maintain their existing wage for a period of six months or until the employment ends, whichever is the earlier. The Employer may at the Employer's option make payment in lieu thereof of an amount equal to the difference between the former wage and the new lower wage for the number of weeks still owing.

11.8 **Alternative employment**

- (a) The severance pay provisions of clause 11.2 do not apply if an Employee rejects an offer of employment with the Employer in which the terms are comparable to those set out in clause 11.9(b).
- (b) This provision does not apply in circumstances involving transfer of business as defined by the FW Act as set out in clause 11.9.

11.9 **Transfer of Business**

The provisions of this clause are not applicable where the business or part of the business is, before or after the date of this Agreement, transferred from the Employer (in this subclause called the **transferor**) to another employer (in this subclause called the **transferee**), in any of the following circumstances:

- (a) Where the Employee accepts employment with the transferor which recognises the period of continuous service which the Employee had with the transferor and any prior transferor to be continuous service of the Employee with the transferee; or
- (b) Where the Employee rejects an offer of employment with the transferee:
 - (i) 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 transferor; and
 - (ii) which recognises the period of continuous service which the Employee had with the transferor and any prior transferor to be continuous service of the Employee with the transferee.

Part C Employer and Employee Duties

12. Best Practice and Productivity

12.1 Best Practice

The Employer and Employees will:

- (a) contribute to the achievement of the organisation's Vision and Strategic Intent;
- (b) make every endeavour to attain and maintain a two day turnaround for 95% of smears received;
- (c) maintain NATA accreditation; and
- (d) achieve and maintain NPAAC Performance Measures for Australian Laboratories Reporting Cervical Cytology.

12.2 Productivity

- (a) All Employees covered by this Agreement are expected to meet productivity levels and Key Performance Indicators (KPI) appropriate to their duties and position with the Employer.
- (b) Individual productivity levels and KPIs will be determined in conjunction with all Employees on a departmental basis.

13. Anti Discrimination

The parties to this Agreement agree that:

- (a) it is their intention to achieve the principal object in s3 of the FW Act which is to enable fairness and representation at work and the prevention of discrimination by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family or carer's responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and
- (b) any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in this Agreement; and
- (c) nothing in these provisions allows any treatment that would otherwise be prohibited by anti discrimination provisions in applicable Commonwealth or Victorian legislation; and
- (d) nothing in these provisions prohibits any discriminatory conduct (or conduct having a discriminatory effect) that is based on the inherent requirements of a particular position.

14. Payment of Wages

14.1 Wages shall be paid no later than Wednesday following the end of the fortnightly pay period, providing:

- (a) no unforeseen event outside the control of the Employer frustrates its ability to meet the requirements of this clause. In the event of such circumstances, alternative arrangements will be made to ensure payment is made as soon as possible, including a letter to an Employee's financial institution if required; or

(b) that the Monday or Tuesday of the pay week is not a public holiday. In the event of a public holiday falling on a Monday or Tuesday of the pay week, wages shall be paid no later than Thursday following the end of the pay period.

14.2 Payment will be made by electronic transfer, or other means, directly into a nominated bank or like account.

14.3 A statement of wages shall be provided to each Employee no later than the date of payment.

14.4 Should an underpayment occur in the payment of the Employee, the Employer agrees to correct an underpayment by the drawing of a cheque or electronic funds transfer to the Employee's nominated bank account for the monies outstanding as soon as practicable following the discovery and confirmation of the error.

14.5 Should an overpayment occur and either the Employer or Employee draws the overpayment to the other's attention, the overpayment should be paid back by the Employee within 14 days where it is evident that the Employee has not drawn upon the overpayment. Where the Employee has drawn upon the overpayment, the Employee should repay the balance of the overpayment not drawn upon, if any, within 14 days and where the overpayment is more than \$200, repay the overpayment in fortnightly instalments to be agreed between the Employer and the Employee but in any event the fortnightly instalment payment should be no less than 10% of the amount owing. In the event of a dispute the matter will be referred under clause 10 (Dispute Resolution).

14.6 During the course of the repayment if the Employee satisfies the Employer that he/she is unable to meet the repayment schedule the Employer may apply to vary the payment schedule.

15. Time and Wages Record

The Employer shall retain time and wages records in accordance with the requirements of the FW Act.

16. Posting of Agreement

A copy of this agreement shall be available to Employees.

17. Right of Entry

The provisions of Part 3-4 of the FW Act shall govern right of entry.

18. Research (Patents, Ideas and Discoveries)

18.1 Any discovery, invention or improvement in any device, process, chemical, biological substance or the like made by an Employee in the course of Specified Activities, as defined in clause 18.2, with the Employer shall, unless otherwise agreed by the Employer, be the property of the Employer.

18.2 "**Specified Activities**" means:

(a) any activity arising out of or in the course of the Employee's employment; or

(b) any activity, study or investigation to which the Employer has contributed substantial funds or provided supervision; or

(c) any activity, study or investigation by the Employee using any facility or equipment of the Employer.

18.3 The Employer may, at its discretion, reward the Employee for any discovery, invention or improvement of any device, process, chemical, biological substance or the like.

- 18.4 The Employee shall, if required by the Employer, formally assign all interest in the discovery, invention or improvement to the Employer. The costs of assignment will be borne by the Employer.
- 18.5 Upon making a discovery, invention or improvement which may reasonably be considered by the Employee (having regard to his/her knowledge and experience in such matters) likely to be patentable, the Employee shall notify the Employer of the existence and nature of the invention and disclose to the Employer relevant details.
- 18.6 The Employee so far as it is practicable shall keep confidential and not disclose to any other person without the prior approval of the Employer the existence, nature and details of the discovery, invention or improvement, except whether disclosure is to legal advisers for the purposes of clarifying rights in relation to the discovery.
- 18.7 The Employee shall not, without the prior approval of the Employer, enter into any arrangement with any other person whereby that person is granted or may acquire rights to a discovery invention or improvement.
- 18.8 Notwithstanding the above, the Employee shall have the right to publish the results of any research material which he/she considers appropriate provided that:
- (a) the Employer is notified of the intention to publish and is provided with a copy of the intended publication; and
 - (b) publication does not breach the Employer's confidentiality or privacy provisions; and
 - (c) prior written approval of the publication has been given by the Executive Director, and such approval shall not be unreasonably withheld; or
 - (d) the Employer has the opportunity to issue a statement for publication regarding any concerns the Employer has about the quality of the research.

19. Education and Training

The Employer undertakes where appropriate to provide the necessary education and training required to enable an Employee to perform his or her duties in the manner required.

20. Protective Clothing

All necessary protective clothing and safety appliances shall be provided free of cost for the use of Employees and an adequate supply of protective clothing and safety appliances shall be maintained.

Part D Wages, Reimbursements, Allowances and Superannuation

21. Wages

- 21.1 Employees covered by this Agreement are employed in one of the classifications set out in Appendix E and shall receive wages in accordance with the wage levels and wage increases set out in Appendix F.
- 21.2 Upon the commencement of this Agreement, no Employee shall be financially disadvantaged as a consequence of translation to the classifications under this Agreement.
- 21.3 Wage increases for Medical Scientists shall take effect within two months after the date of operation of this Agreement, as follows:
- (a) 2.50% on 1 January 2012;
 - (b) 2.01% on 1 November 2012;
 - (c) 2.50% on 1 November 2013;
 - (d) 2.50% on 1 November 2014;
 - (e) 2.50% on 1 November 2015;
 - (f) 2.50% on 1 November 2016.
- 21.4 All other Employees shall receive wage increases within two months after the date of operation of this Agreement as follows:
- (a) 2.50% on 1 October 2011;
 - (b) 2.61% on 1 November 2012;
 - (c) 2.50% on 1 November 2013;
 - (d) 2.50% on 1 November 2014;
 - (e) 2.50% on 1 November 2015,
 - (f) 2.50% on 1 November 2016.

22. Reimbursement of Expenses

- 22.1 The Employer will reimburse the Employee's reasonable out of pocket expenses actually and necessarily incurred in the course of his/her duties.
- 22.2 Allowable expenses include:
- (a) travelling, accommodation, meals and other incidental expenses associated with an overnight absence from home or part day duties away from the normal workplace;
 - (b) expenses incurred in using a private motor vehicle in accordance with clause 22.3;
 - (c) the rental and installation charges of a telephone where the Employee is required to have a telephone installed by the Employer;
 - (d) the monthly connection charge of a mobile phone where the Employer requires the Employee to carry a mobile phone during business hours;

- (e) any other expenses incurred in the course of the Employee's employment and authorised by the Employer.

22.3 If during the course of his/her employment, an Employee is required to use his/her private motor vehicle, the Employee will be reimbursed for kilometreage costs in accordance with this clause. The Employee must obtain the prior approval from the Employer before using his/her private motor vehicle during the course of his/her employment and, following use, must submit a claim for reimbursement stating the date, purpose, number of kilometres travelled and the type of vehicle used. The rates payable shall be the rates determined by the Australian Taxation office.

22.4 Incidental expenses must be reasonably and necessarily incurred.

22.5 When making claims, Employees must submit official receipts as evidence of expenditure incurred, except where they use their own motor vehicle for work purposes in which case they will submit a claim form in accordance with clause 22.3. A claim form from the Employee stating that the expense was incurred may be accepted if the receipt is lost or misplaced, and suitable verification can be made.

23. Allowances

23.1 Higher Duties Allowance

An Employee who has prior approval by their manager to assume the duties of an Employee on a higher classification under this agreement for a minimum period of five consecutive working days shall be paid for the period during which he/she assumes such duties at not less than the minimum rate prescribed for the classification applying to the Employee so relieved.

23.2 Meal allowances

A meal allowance as described in Appendix F will be paid where an Employee is required to work in excess of 1 hour after 8 hours of work. A meal allowance does not apply where an Employee elects to work 'make up' time as per clause 26.5.

23.3 Higher Qualifications

(a) For the avoidance of doubt:

- (i) the word "**relevant**" means that the Employer deems that the qualification or experience has relevance to the work, or part of the work, which the Employee is required to perform;
- (ii) the word "**equivalent**" means that the Employer deems the qualification to be equivalent to the qualification described in this agreement, including overseas qualifications recognised by the National Office of Skills Recognition;
- (iii) "**Higher qualification**" means a qualification described in this Agreement that is higher than the qualification(s) required for entry to the profession, or that is required as a minimum for the position and grading as defined in Appendix E, clause 1.5 (Medical Scientist), clause 1.6 (Medical Laboratory Technician), clause 1.7 (Professional Officer), clause 6 (Administrative Officer), and clause 7 (Manager).

(b) A Medical Scientist, Professional Officer, Administrative Officer, Manager or Medical Laboratory Technician who has a relevant higher qualification shall be paid, in addition to the rates of pay prescribed in the appropriate clause, the following:

- (i) for a relevant Graduate Certificate, CT(ASC), CT(IAC), or equivalent, the sum of 4% of Medical Scientist grade 1, year 3 rate per week for Medical Scientists and Medical Laboratory Technicians, and 4% of Administrative Officer Grade 2 year 3 rate per week for Professional Officers, Administrative Officers and Managers;

- (ii) for a relevant Graduate Diploma, or equivalent, the sum of 6.5% of Medical Scientist grade 1, year 3 rate per week for Medical Scientists and Medical Laboratory Technicians, and 6.5% of Administrative Officer Grade 2 year 3 rate per week for Professional Officers, Administrative Officers and Managers;
 - (iii) for a relevant Masters Degree, or equivalent, the sum of 7.5% of the Medical Scientist grade 1, year 3 rate per week for Medical Scientists and Medical Laboratory Technicians, and 7.5% of Administrative Officer Grade 2 year 3 rate per week for Professional Officers, Administrative Officers and Managers;
 - (iv) for a relevant Fellowship or Doctorate, or equivalent, the sum of 10% of the Medical Scientist grade 1 year 3 rate per week for Medical Scientists and Medical Laboratory Technicians, and 10% of Administrative Officer Grade 2 year 3 rate per week for Professional Officers, Administrative Officers and Managers.
- (c) In the case of multiple higher qualifications, the allowance applies to the highest relevant qualification. Allowances are not cumulative.
 - (d) No Employee already receiving a qualification allowance will suffer a diminution to their remuneration should their existing qualifications be deemed not relevant to their work.

23.4 On Call

- (a) For the purposes of this clause 23.4 and clause 23.5 the "**base rate of pay**" is:
 - (i) for a Medical Scientists and Medical Laboratory Technicians, the applicable rate for a Grade 1 Year 3;
 - (ii) for all other employees, the applicable rate for an Administrative Officer Grade 2 Year 3.
- (b) Where an 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, the Employee shall be paid an on-call allowance of 2.5% of the base rate of pay in respect of any twelve (12) hour on-call period or part thereof.
- (c) The on-call allowance shall be 5.0% of the base rate of pay in respect of any other twelve (12) hour on-call period or part thereof or on any public holiday or part thereof.

23.5 Non-standard Ordinary Hours Allowance

- (a) For the purpose of this clause, "**non-standard ordinary hours**" means non-standard ordinary hours in accordance with clause 27.1.
- (b) Non-standard ordinary hours allowances shall be paid as follows:
 - (i) an Employee working non-standard ordinary hours whose ordinary rostered hours of duty finish between 6.30 pm and midnight shall be paid allowance of 2.15% of the base rate of pay per period of duty;
 - (ii) an Employee working non-standard ordinary hours whose ordinary rostered hours of duty commence between 6.00 am and 6.30 am shall be paid a non-standard ordinary hours allowance of 2.15% of the base rate of pay per period of duty;
 - (iii) an Employee working non-standard ordinary hours whose ordinary rostered hours of duty finish between midnight and 6 am or who commences duty between midnight and 6 am shall be paid an allowance of 6.45% of the base rate of pay per period of duty of non-standard ordinary hours. This allowance shall increase to 7.25% of the base rate

of pay per period of duty of non-standard ordinary hours for permanent night work i.e. working in excess of 4 consecutive weeks;

- (iv) only one non-standard ordinary hours allowance shall be payable per period of duty being the highest applicable allowance.

24. Superannuation

- (a) The subject of superannuation is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992* and the *Superannuation Guarantee Charge Act 1992*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- (b) The default fund on commencement of this Agreement will be the First State Super (formerly HealthSuper) superannuation fund.

Part E Other Employment Conditions

25. Terms of Employment

25.1 The conditions of any work shall be agreed upon between the Employer and the Employee and shall be confirmed in writing between the two parties.

25.2 At the time of engagement the Employer shall inform each Employee, in writing, of the terms of his/her engagement and in particular whether he/she is full or part-time, casual or fixed term.

25.3 All Employees under this Agreement will be deemed to be employed pursuant to clauses 25.4, 25.5, 25.6 or 25.7.

25.4 Full-time Employees

Full-time Employees ready, willing and available to work the full time week of 38 hours as required by the Employer shall be paid the full weekly wage as prescribed by this Agreement.

25.5 Part-time Employees

Employees employed on a part-time basis shall be paid for hours worked at an hourly rate equal to 1/38th of the weekly wage appropriate to the Employee's classification. Employees employed under this sub-clause shall accrue paid leave entitlements on a pro rata basis.

25.6 Casual Employment

(a) Employees may be engaged by the hour, on an ad hoc or relieving basis with no minimum or maximum number of hours per day, week or other period.

(b) Casual Employees will be paid for all work done on weekdays an amount equal to one thirty-eighth (1/38th) of the weekly wage appropriate to the Employee's classification per hour plus 25%, and 75% (in lieu of 25%) will be paid for all work done on weekends and public holidays.

(c) No Employee shall be employed under this sub-clause if they can more properly be employed as a part-time Employee or full-time Employee.

(d) Except as prescribed by the FW Act, Employees employed under this clause shall not be entitled to any benefits prescribed in:

(i) clause 11 (Redundancy);

(ii) clause 32 (Examination/Study and Conference Leave);

(iii) clause 33 (Donors Leave);

(iv) clause 34 (Public Holidays);

(v) clause 35 (Personal Leave except for unpaid carer's leave);

(vi) clause 36 (Compassionate Leave except for unpaid compassionate leave);

(vii) clause 37 (Annual Leave);

(viii) clause 38 (Long Service Leave);

(ix) clause 39 (Parental Leave except for 'eligible casual Employees');

- (x) clause 40 (Community Service Leave except for unpaid Community Service Leave); and
- (xi) clause 41 (Career Break).

25.7 Fixed Term Employment

- (a) Fixed Term Employees will be engaged for a specified period or for a specified task.
- (b) All other conditions of this Agreement shall apply.
- (c) A Fixed Term Employee may apply for a permanent position that is advertised internally.

25.8 Disciplinary policy and procedure

Notwithstanding that the disciplinary policy and procedure of the Employer do not form part of this Agreement, the Employer agrees that no changes will be made to the disciplinary policy and procedure (as at 12 February 2014) without first providing information about the changes, inviting Employees to provide their input within a reasonable timeframe, and considering any such input.

25.9 Termination of employment

- (a) Except where the conduct of the Employee justifies instant dismissal (refer to clause 25.9(d)) or employment is terminated during a probationary period (refer to clause 25.9(e)) or under clause 11, notice of termination of employment shall be given by either the Employer or the Employee, as prescribed in clause 25.9(b) or the notice period's wages paid or forfeited as the case may be.
- (b) Notice of termination of employment for all Employees shall be four weeks unless otherwise agreed between the Employer and Employee or payment in lieu for part or all of the period of notice.
- (c) This clause shall not apply to casual Employees employed pursuant to clause 25.6.
- (d) The Employer shall have the right to dismiss an Employee without notice for conduct that justifies instant dismissal as provided by the FW Act, which is not limited to but includes neglect of duty, assault upon a client, visitor or fellow Employee, proven instances of theft and acts of wilful disobedience of a lawful and reasonable instruction from the Employer (or delegate). In such cases the wage shall be paid up to the time of dismissal only.
- (e) At any time during a probationary period the Employee or Employer can terminate the employment without any notice or any payment in lieu of notice.

26. Hours of Work

26.1 The full-time hours for an ordinary week's work shall be 38 hours and shall be worked in five periods of duty of 8 hours making an average of 38 per week over a four week cycle which will include one accrued day off.

26.2 The ordinary hours of work will be rostered between 6.30 am and 6.30 pm Monday to Friday. The actual hours of work will be subject to operational requirements within that span of hours (6.30 am to 6.30 pm). Any Employee that is required and rostered to work after 6.30 pm or before 6.30 am will be paid a non-standard ordinary hours allowance as per clause 23.5. Subject to operational requirements and infrastructure support an Employee who at his/her request and for his/her convenience wants to:

- (a) commence work between 6.00 am and 6.30 am; or
- (b) finish work between 6.30 pm and 8.00 pm;

can do so upon agreement with the Employer but will not receive a non-standard ordinary hours allowance as per clause 23.5.

- 26.3 The Employee must record all time worked on an attendance clock or other method determined by the Employer.
- 26.4 The part-time hours for an ordinary week's work can be up to 38 hours in a week but less than 76 hours a fortnight worked in periods of duty of 8 hours or less, Monday to Friday.
- 26.5 By mutual agreement with the Employer, an Employee who requests to work 'make up time' in excess of ordinary hours for a day's work (8 hours) shall be allowed to take off 'make up time' at single time, providing the time is taken within the pay fortnight in which it is incurred. As a minimum 'make up time' must be worked and taken in half hour periods.

27. Non-standard Hours of Work

- 27.1 An Employee working non-standard ordinary hours is an Employee who is appointed as such or who agrees to perform ordinary hours of duty outside the ordinary spread of hours set out in clause 26.
- 27.2 All rostered time of ordinary duty performed by an Employee working non-standard ordinary hours on a Saturday, Sunday or a Public Holiday shall be paid for at the rate of time and a half in addition to any applicable non-standard ordinary hours allowance under clause 23.5 of this Agreement.
- 27.3 If Saturday, Sunday or Public Holiday duty involves duty in excess of 8 hours per day, the excess period shall be paid for at the rate of double time.

28. Requests for Flexible Working Arrangements

28.1 This clause shall apply to:

- (a) full-time or part-time Employees; and
- (b) casual Employees who have a reasonable expectation of continuing employment with the Employer on a regular and systematic basis;

who have completed at least 12 months continuous service with the Employer.

28.2 An eligible Employee may request the Employer for a change in working arrangements because of the Employee's circumstances related to where:

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

28.3 A request for flexible working arrangements in accordance with this clause must be in writing and must set out details of the change sought and the reasons for the change.

28.4 The Employer must give the employee a written response to the request within 21 days, stating whether the Employer grants or refuses the request. The request may only be refused on reasonable business grounds.

29. Overtime and Recall to work

29.1 The Employee may be expected to work reasonable additional hours (as defined under the FW Act) beyond the average of 38 hours per week over a four week cycle at the appropriate overtime rate. Wherever possible requested reasonable overtime shall be by mutual agreement.

29.2 A full-time or part-time Employee who for operational requirements is required by the Employer to work reasonable additional hours in excess of 8 hours in any weekday day shall be paid at the rate of time and a half for the first two hours and double time thereafter. This sub clause shall not apply where an Employee requests to work extra time and takes 'make up time' as per clause 26.5.

29.3 A full time or part-time Employee, other than an Employee working non-standard ordinary hours, who is required to work reasonable additional hours on a Saturday, Sunday or Public Holiday, shall be paid overtime at the rate of double time for all such hours worked.

29.4 By mutual agreement with the Employer, an Employee who is required to work reasonable additional hours in excess of 8 hours for a day's work or on a Saturday, Sunday or a Public Holiday for operational requirements will be allowed to take time off in lieu at the applicable overtime rate, providing the time is taken within 3 pay periods of the time being worked. This sub clause shall not apply where an Employee requests to work extra time and takes 'make up time' as per clause 26.5.

29.5 Recall

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

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

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

(b) An Employee who works so much recall between midnight and the commencement of his or her next rostered period of duty that he or she does not have at least ten consecutive hours off duty between those times, shall not, without loss of pay and subject to this clause, be required to work after completion of such recall worked until the Employee has had ten consecutive hours off duty for rostered ordinary hours occurring during such absence.

(c) If, on the instructions of the 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. The Employee shall then be entitled to be absent without loss of pay until he or she has had ten consecutive hours off duty for rostered ordinary hours occurring during such absence. No Employee shall present for duty on a voluntary basis unless he or she has had ten consecutive hours (within the meaning of this clause) off duty.

(d) In the event of any Employee being recalled to duty during an off duty period where such recall is not continuous with the next rostered period of duty, such Employee shall be paid a minimum of three hours pay consistent with clause 29.5(a) above.

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

- (f) Where an Employee is recalled for duty by telephone, such Employee shall be paid a minimum of one hour's overtime (as per clause 29.2) for such recall work.
- (g) For subsequent telephone recalls beyond the first hour, the Employee will be paid a minimum of one hour's overtime (as per clause 29.2) provided that multiple recalls within a discrete hour will not attract additional payment.
- (h) Where the person on-call is not available, or where there is no person rostered on-call or where the professional advice of an un-rostered Employee is required, the telephone recall allowance shall be paid.

30. Meal Intervals and Rest Breaks

30.1 Meal intervals

A meal interval of not less than 30 minutes and not more than 60 minutes shall be allowed for each Employee after not more than five hours of continuous work. Such meal intervals shall not be counted as time worked.

30.2 Rest intervals

Employees are entitled to a 15 minute rest break during each four hour period of duty. Each break to be taken between one and three hours after commencement of duty or re-commencement of duty after a meal or previous rest break. Such rest intervals shall be counted as time worked.

31. Individual Flexibility Arrangements

31.1 The Employer and an Employee may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:

- (a) the arrangement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) allowances;
 - (iv) leave loading; and
- (b) the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in clause 31.1(a); and
- (c) the arrangement is genuinely agreed to by the Employer and Employee.

31.2 The terms of the individual flexibility arrangement:

- (a) must be about permitted matters under section 172 of the FW Act; and
- (b) must not be unlawful terms under section 194 of the FW Act; and
- (c) must result in the Employee being better off overall than the Employee would be if no arrangement was made.

31.3 The individual flexibility arrangement:

- (a) must be in writing; and

- (b) must include the name of the employer and employee; and
 - (c) must be signed by the Employer and Employee and, if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (d) must include details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) must state the day on which the arrangement commences.
- 31.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 31.5 The Employer or Employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the Employer and Employee agree in writing — at any time.

Part F Leave

32. Examination/Study and Conference Leave

- 32.1 Employees except Casual Employees are entitled to leave to study, complete assignments, attend classes and attend examinations necessary to obtain a qualification relevant to their employment. Paid examination/study leave of up to 7 working days a year, plus the time required to attend examinations, shall be granted with the approval of the Executive Director, which shall not be unreasonably withheld. Employees undertaking the ASC and IAC examinations can take up to 5 days of the 7 days to study for these examinations.
- 32.2 Employees undertaking relevant Post Graduate studies shall be granted with the approval of the Executive Director (which shall not be unreasonably withheld) an additional 6 days a year to study, complete assignments and attend examinations.
- 32.3 Employees are entitled to attend relevant work related conferences, which includes but is not limited to scientific or health related conferences. Paid conference leave of up to 4 days a year may be granted with the approval of the Executive Director.
- 32.4 Study/examination and conference leave entitlements are allocated to Employees on the basis of his/her anniversary date.
- 32.5 Study/examination and conference leave entitlements is a per year entitlement and does not accrue.
- 32.6 By mutual agreement all study/examination and conference leave must be taken in no less than half day periods. For this clause and this clause only study/examination and conference leave is calculated on an 8 hour day.
- 32.7 Employees wanting to take study/examination and conference leave must apply to the Employer in writing as early as possible prior to the proposed leave dates. The Employee's request should include details of the course or conference in which the Employee is enrolled or proposed to enrol and details of the relevance of the course to the Employee's employment. The Employer will notify the Employee of whether their request for leave has been approved within 21 calendar days of the application being made. Granting of specific time to take study/examination or conference leave is subject to operational requirements.
- 32.8 Part-time Employees are entitled to this leave on a pro-rata basis.

33. Donor's Leave

Upon the request from an Employee and at a mutually agreed time, the Employer shall release Employees to donate blood for up to 3 hours. The Employee may be required to provide the Employer with proof of attendance from the Blood Bank that the Employee has attended.

34. Public Holidays

- 34.1 An Employee shall be entitled to holidays on the following days:
- (a) New Year's Day;
 - (b) Australia Day;
 - (c) Good Friday;
 - (d) Easter Monday;
 - (e) Anzac Day;

- (f) Christmas Day;
 - (g) Boxing Day; and
 - (h) the following days, as prescribed in Victoria:
 - (i) Melbourne Cup Day;
 - (ii) Queen's Birthday;
 - (iii) Labour Day;
 - (iv) Easter Saturday.
- 34.2 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
- 34.3 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.
- 34.4 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.
- 34.5 Where in Victoria, public holidays are declared or prescribed on days other than those set out in clause 34.1, those days shall constitute additional days for the purpose of this Agreement.
- 34.6 A part-time Employee who is not ordinarily required to work on the day of the week on which a public holiday is observed shall be paid pro rata for the day.
- 34.7 Where an Employee working non-standard hours (as defined in clause 27) has a public holiday occur on a weekday, which is the Employee's rostered day off, then a mutually agreeable substitute day will be given.
- 34.8 In the event of an Employee being rostered on an accrued day off on a public holiday then a mutually agreeable substitute day will be given.
- 34.9 With respect to Easter Saturday, Employees who would not normally work on Easter Saturday shall, in lieu of this public holiday, be entitled to a day off without loss of pay on a day to be determined by the Employer from year to year in order to link either the following Christmas Day/Boxing Day or New Year's Day public holidays to an adjacent weekend. In the event this linking is not possible, the day off shall be the next working day after New Year's Day.
- 34.10 An Employee other than an Employee working non-standard ordinary hours, rostered to work on a Public Holiday will be paid at the rate of double time in addition to the Employee's ordinary weekly wage.
- 35. Personal Leave**
- 35.1 Paid personal leave is available to an Employee when absence is due to:
- (a) Sick leave – for personal illness or injury (for a complete description refer to clause 35.3); or
 - (b) Carer's Leave - for the purposes of caring for an immediate family, or household member who is sick and requires the Employee's care and support (for a complete description refer to Clause 35.4).
- 35.2 The amount of paid Personal Leave to which an Employee is entitled is set out below under provisions dealing with the type of Personal Leave described above.

35.3 Sick Leave

- (a) In the event of an Employee becoming sick and unfit for duty he or she will be entitled to sick leave on full pay:
 - (i) Full-time Employee:
 - (A) during the 1st year of continuous service, 12 days (91.2 hours) per year to be accrued fortnightly;
 - (B) during the 2nd, 3rd and 4th year of continuous service, 14 days (106.4 hours) per year to be accrued fortnightly;
 - (C) thereafter, 21 days (159.6 hours) per year to be accrued fortnightly.
 - (ii) Part-time Employee's are entitled to sick leave as above on a pro rata basis corresponding to his/her years of service, based on the ordinary hours worked.
- (b) Subject to clause 35.3(c), to be entitled to sick leave on full pay in accordance with clause 35.1(a), an Employee must, as soon as reasonably practicable, provide to the Employer:
 - (i) if it is reasonably practicable to do so, a medical certificate from a registered health practitioner; or
 - (ii) if it is not reasonably practicable for the Employee to give the Employer a medical certificate, a statutory declaration made by the Employee, which, must include a statement to the effect that the Employee was, is, or will be unfit for work during the period because of a personal illness or injury. A statutory declaration will not be accepted on occasions where the sick leave exceeds 2 consecutive working days.
- (c) An Employee will not be required to produce a medical certificate or statutory declaration to the Employer for absences of no more than 2 days on any occasion up to a total of no more than 5 days in any one calendar year. This exception to the ordinary requirement for production of documentary evidence does not accrue to subsequent years.
- (d) The Employee shall, as soon as practicable before his or her time rostered to commence duty on the first day of absence, inform the Employer of his or her inability to attend for duty.
- (e) The Employer shall not terminate the service of an Employee during the currency of any period of sick leave with the object of avoiding its obligations under this clause.
- (f) Accumulated sick leave shall be transferable within the field of employment in public hospitals (established under the *Health Services Act 1988*, or its successor and any amendments thereto) or the Cancer Institute (constituted under the *Cancer Act 1958*), provided that an Employee has, within eight weeks of commencing employment, made a written declaration or produced a written statement acceptable to the Employer as to what sick leave has been taken during the period of his or her previous employment.

35.4 Carer's Leave

- (a) The Employee shall, as soon as practicable before his or her time rostered to commence duty on the first day of absence, give the Employer notice to the effect that the Employee requires leave during the period to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because of:
 - (i) a personal illness, or injury, of the member; or
 - (ii) an unexpected emergency affecting the member.

- (b) The following are members of an Employee's immediate family:
 - (i) a spouse (includes a partner, de facto or former spouse, including a same sex partner), child, parent, grandparent, grandchild or sibling of the Employee;
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse of the Employee.
- (c) The Employee must, as soon as reasonably practicable, provide to the Employer:
 - (i) if the care or support is required in Australia because of illness or injury - a medical certificate from a registered health practitioner, or a statutory declaration made by the Employee; or
 - (ii) if the care of support is required in Australia because of an unexpected emergency affecting the member, a statutory declaration made by the Employee; or
 - (iii) if the care and support is required because of illness or injury at a location outside of Australia – a medical certificate from a registered or recognised medical practitioner in the country where the care is taking place, every two weeks. Where possible the medical certificate should be in English, however, if this is not possible then the Employer will pay for the translation (into English).
- (d) A document provided in compliance with clause 35.4(c) must provide:
 - (i) if a medical certificate - a statement to the effect that, in the opinion of the registered health practitioner, the member had a personal illness or injury during the period for which care and support was required.
 - (ii) if a statutory declaration - a statement to the effect that the Employee required leave during the period to provide care or support to the member because the member required care or support during the period because of:
 - (A) a personal illness or injury of the member; or
 - (B) an unexpected emergency affecting the member, including the nature of the emergency.
- (e) An Employee is entitled to use their accrued personal leave for carer's leave.
- (f) An Employee's accrued sick leave entitlement will be reduced by the amount of carer's leave taken.
- (g) An Employee who wishes to take carer's leave but who has exhausted his or her paid carer's leave entitlement is allowed 2 days unpaid carer's leave per occasion providing that:
 - (i) the requirements set out in clause 35.4(c) of the Agreement are satisfied; and
 - (ii) the 2 days is taken as a single unbroken period or otherwise any separate periods to which the Employer and Employee can agree.

35.5 The calculation of continuous service for personal leave shall be the same as provided for annual leave in clause 37.9.

36. Compassionate Leave

36.1 An Employee shall be entitled to a period of up to 2 paid days of ordinary hours of compassionate leave for each occasion when a member of the Employee's immediate family or household:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or

- (b) sustains a personal injury that poses a serious threat to his or her life.
- 36.2 An Employee shall be entitled to a period of up to 5 paid days of ordinary hours of compassionate leave for each occasion when a member of the Employee's immediate family or household dies.
- 36.3 The following are members of an Employee's immediate family:
 - (a) a spouse (includes a partner, de facto or former spouse, including a same sex partner), child, parent, grandparent, grandchild or sibling of the Employee;
 - (b) a child, parent, grandparent, grandchild or sibling of a spouse of the Employee.
- 36.4 An Employee shall be entitled to up to 2 paid days of ordinary hours of compassionate leave for the death of a significant person.
- 36.5 For the purposes of this clause, a "**significant person**" means a person with a sufficiently close relationship to the staff member, which can include members of the extended family where there is a recognised cultural relationship to the Employee.
- 36.6 The Employer may require a statutory declaration from the Employee stating the relationship between the Employee and the person for whom the Employee seeks to take compassionate leave.
- 36.7 This leave may be taken in conjunction with any other form of leave.
- 36.8 Compassionate leave does not accumulate from year to year.

37. Annual Leave

37.1 Period of Leave

- (a) A full time Employee shall accrue four weeks (152 hours) annual leave on ordinary pay for every twelve months of continuous service (for a full description of Continuous Service see clause 37.9).
- (b) If a public holiday falls while the Employee is on annual leave, then that day shall not be deducted from the Employee's accrued annual leave.

37.2 Employees working non-standard ordinary hours and / or On-Call

- (a) An Employee working non-standard ordinary hours (as per clause 27) who is rostered to perform a period of duty on at least 12 weekends and/or is on call on (as per clause 23.4) at least 12 weekends shall be entitled to an additional week's annual leave in addition to the leave prescribed in clause 37.1.
- (b) Calculation of the entitlement shall be determined over a 12 month period of continuous service calculated from that Employee's anniversary date. The additional week's annual leave as described in this clause 37.2 does not attract leave loading as described in clause 37.8.

37.3 Part-time entitlement

A part-time Employee shall be entitled to annual leave on a pro-rata basis of the leave prescribed in clause 37.1 and 37.2 for a full time Employee.

37.4 Time of taking leave

The taking of annual leave is subject to the operational requirements of the Employer, the Employer will not unreasonably refuse to authorise an Employee to take an amount of annual leave that has accrued. An Employee who accrues more than 8 weeks annual leave may be directed by the Employer to take up to 25% of their accrual, in addition to the requirements of clause 37.6(m) if

applicable..

37.5 Payment of Leave

- (a) Except as provided for elsewhere in this Agreement payment shall not be made by the Employer to an Employee in lieu of any annual leave or part thereof to which the Employee is entitled under this Agreement nor shall any such payment be accepted by the Employee.
- (b) Annual Leave shall be paid in accordance with ordinary pay cycles.

37.6 Leave Purchasing

- (a) An Employee may make a written application to the Employer to purchase additional leave to be purchased, and taken, within 12 months of the Employee's anniversary of employment. No Employee may be required by the Employer to purchase additional leave in accordance with this clause.
- (b) An Employee may purchase either 4 or 5 weeks of additional leave in any 12 month period.
- (c) To be eligible to purchase additional leave in accordance with this clause, the Employee must:
 - (i) at the time of the Employee's next anniversary date, have an annual leave balance of no more than 152 hours (or pro-rata for part-time employees) and no more than three accrued days off (ADO); and
 - (ii) have been employed by the Employer for at least 1 year at the next anniversary date; and
 - (iii) not be a fixed term or casual Employee.
- (d) A written application to purchase additional leave must be received by the Employer no less than 1 week, and no more than 4 weeks, prior to the Employee's anniversary date.
- (e) The Employer must respond to an application to purchase additional leave, in writing, within 5 working days of the application being made.
- (f) The Employer will not unreasonably refuse the application except on the grounds of reasonable operational requirements or ineligibility of the Employee in accordance with this clause.
- (g) An application to purchase additional leave shall operate for 12 months following the Employee's anniversary date (the Additional Leave Period). Once the Additional Leave Period has commenced, it may not be discontinued.
- (h) Upon an application to purchase additional leave being approved, the Employee's wages shall be reduced by a proportionate amount corresponding with the amount of additional leave to be purchased. In the case that the Employee has applied to purchase 4 weeks of additional leave, the Employee shall be paid 48/52 of the Employee's ordinary wages over the relevant 12 month period (including during the period of additional leave). In the case that the Employee has applied to purchase 5 weeks of additional leave, the Employee shall be paid 47/52 of the Employee's ordinary wages over the relevant 12 month period (including during the period of additional leave).
- (i) Any other form of paid leave or public holidays falling during the Additional Leave Period shall be paid at the relevant reduced rate of pay in accordance with clause 37.6(h).
- (j) A new application must be made by the Employee every 12 months to continue to purchase and take additional leave. The requirements of this clause shall apply to every re-application.

- (k) During the Additional Leave Period, the Employee shall not be entitled to accrue accrued days off (ADOs).
- (l) The Employee shall not be entitled to take unpaid leave during the Additional Leave Period unless the Employee has exhausted all amounts of additional leave and annual leave accrued to them. Additional leave in accordance with this clause shall not accrue during any period of unpaid leave.
- (m) In the event that the Employee has not taken, or made arrangements to take, accrued additional leave within 3 months of the expiry of the Additional Leave Period, the Employer may direct the Employee to take an amount of additional leave by giving 1 months' notice to the Employee. Additional leave may not be carried into the subsequent year.
- (n) In the event that the Employee's employment ends for any reason before the Employee has taken any amount of accrued additional leave, the Employee shall be paid out an amount equivalent to the accrued additional leave.
- (o) In the event that the Employee takes a period of additional leave and the Employee's employment ends for any reason before the Employee has worked a sufficient period to purchase that amount of additional leave, the Employer may deduct an amount equal to the additional leave taken in advance from any other amounts owing to the Employee upon termination of their employment.

37.7 Annual Leave on Termination of Employment

- (a) Where the employment of an Employee who has become entitled to the annual leave provided by this agreement is terminated and the Employee has not taken all or any part of their accrued but untaken leave, the Employer shall be deemed to have given the leave to the Employee from the date of the termination of his/her employment and shall forthwith pay to the Employee, in addition to all other amounts due to him/her, his/her ordinary pay for the period of that annual leave.
- (b) Nothing in sub-clause 37.7(a) affects the obligation of the Employer to give, or an Employee to take, annual leave in accordance with this agreement.

37.8 Leave Loading

- (a) An amount of 17.5% loading on 4 weeks ordinary pay shall be paid at the same time as payment of the ordinary wage for the period of the leave.
- (b) The maximum amount of loading payable in respect of any anniversary year's leave is the minimum weekly amount that which would apply to a Medical Scientist Grade 3 Year 2, as detailed in Appendix F.

37.9 Calculation of continuous service

- (a) For the purposes of accruing annual leave, a year of employment shall be deemed to be unbroken notwithstanding any:
 - (i) paid leave;
 - (ii) interruption or ending of 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;
 - (iii) absence from work of not more than ten working days in the year of employment on account of accident or make-up pay or unpaid sick leave;

- (iv) absence on account of leave other than paid leave, granted, imposed or agreed to by the Employer;
 - (v) absence on any other account not involving termination of employment.
- (b) And in calculating a year of employment, absences of a kind mentioned in clauses 37.9(a)(i) to 37.9(a)(iii) shall be counted as continuous service but in respect of absences of a kind mentioned in clauses 37.9(a)(iv) and 37.9(a)(v) it will be necessary for the Employee as part of his or her qualification for annual leave to serve such additional period as equals the period of such absences.

37.10 Illness while on Annual Leave

Where an Employee becomes sick whilst on annual leave on days which he or she would otherwise have worked, and as soon as practicable forwards to the Employer a certificate from a registered health practitioner, then the number of days 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.

37.11 This clause 37 shall not apply to Casual Employees.

38. Long Service Leave

An Employee's entitlement to Long Service Leave is set out in Appendix A.

39. Parental Leave

An Employee's entitlement to Parental Leave is set out in Appendix B.

40. Community Service Leave

40.1 All Employees are entitled to leave for the purposes of;

- (a) Jury service (including attendance for jury selection) that is required under law; and
- (b) A Voluntary Emergency Management Activity, where an Employee is a member of the SES, CFA, or similar organisation and is required on a voluntary basis to assist in an emergency situation.

40.2 The Employee is required to give the Employer notice of absence as soon as practicable as well as the expected period of absence. .

40.3 The Employer may require evidence that would satisfy a reasonable person that the Employee is entitled to leave.

40.4 An Employee other than a Casual Employee required to attend for Jury Service shall, on furnishing proof of attendance, be paid their normal remuneration for any ordinary working hours spent on Jury Service. Such payment shall be made at the usual wage payment time.

40.5 An Employee shall notify the Employer as soon as practicable of the date upon which he /she is required to attend jury service.

40.6 Any payment received by the Employee in compensation for loss of wages whilst on Jury Service shall be suitably endorsed and given to the Employer towards reimbursement of wage paid in terms of clause 40.4.

40.7 Community service leave other than for the purpose of jury service is unpaid. The Employer will not unreasonably refuse a request by an Employee to be paid from their accrued annual leave entitlements during a period of community service leave.

41. Career Break

41.1 A Career Break of a minimum six months and up to twelve months unpaid leave may be taken by full time or part time Employees, excluding casual and fixed term Employees, subject to the following conditions which may be expanded upon in the policy of the Employer:

- (a) the operational requirements of the Employer;
- (b) that the Employee does not gain employment within Australia with a competitor of the Employer during the Career Break. For the purpose of this clause a competitor is another employer that conducts work substantially similar to that of the Employer;
- (c) that the Employee does not gain employment within Australia during the career break in which the relevant skills or qualifications are those relevant to the Employees employment with the Employer;
- (d) Employees will be eligible for a Career Break only after 2 years of continuous service;
- (e) Career Breaks cannot be added to Parental leave;
- (f) that the Employee makes their request for Career Break to the Employer at least 6 months before the intended period of leave.

41.2 The Employee's position with the Employer will be retained for the period of the career break and shall not break the continuity of service of an Employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

41.3 An Employee who accepts a permanent, ongoing position with any other Employer during the course of a career break will be deemed to have resigned their position at the Employer.

42. Enhanced Retirement Plan

Employees shall be entitled to participate in an Enhanced Retirement Plan in accordance with the terms prescribed in Appendix D.

Part G Accident Pay

43. Accident Pay

43.1 Definitions

- (a) **"Accident Pay"** means:
- (i) in the case of an Employee who is or deemed to be totally incapacitated within the meaning of the Accident Compensation Act 1985 (hereinafter referred to as the "**AC Act**"), and arising from an injury covered by this clause, means a weekly payment of an amount representing the difference between:
 - (A) the total amount of worker's compensation paid under section 9.1 (b)(i) of the AC Act for the week in question; and
 - (B) the payment which would have been payable under this Agreement for the Employee's normal classification of work for the week in question, if he/she had been performing his/her normal duties; provided that
 - (C) such latter rate shall exclude additional remuneration by way of non-standard ordinary hours allowances, overtime payments, special rates or other similar payments.
 - (ii) in the case of an Employee who is or deemed to be partially incapacitated within the meaning of the AC Act, and arising from an injury covered by this clause, means a weekly payment of an amount representing the difference between:
 - (A) the total amount of worker's compensation paid under Section 9.1(b)(i) of the AC Act for the period in question together with the average weekly amount the Employee is earning, or is able to earn, in some suitable employment or business (as determined expressly or by implication by the Victorian WorkCover Authority or as agreed between the parties), and
 - (B) the payment for a day worker which would have been payable under this Agreement for the Employee's normal classification or work for the week in question if he/she had been performing his/her normal duties; provided that
 - (C) such latter rate shall exclude additional remuneration by way of non-standard ordinary hours allowances, overtime payments, special rates or other payments;
 - (iii) provided that where an Employee receives weekly worker's compensation payment and subsequently such payment is reduced, such reduction will not increase the liability of the Employer to increase the amount of accident pay in respect of that injury; and
 - (iv) provided that where an Employee receives accident pay and such pay is payable for incapacity for part of a week, the amount shall be a direct pro rata.
- (b) **"Injury"** shall be given the same meaning and application as applying under the AC Act and no injury shall result in the application of accident pay unless an entitlement exists under the AC Act.
- (c) **"Worker's compensation"** means compensation paid to the Employee by or on behalf of the Victorian WorkCover Authority in respect of an injury pursuant to the AC Act.

43.2 Qualifications for Payment

- (a) Always subject to the terms of this clause, an Employee covered by this Agreement shall, upon receiving payment of worker's compensation and continuing to receive such payment in respect of a weekly incapacity within the meaning of the AC Act, be paid accident pay by the Employer, provided that accident pay shall only be payable to an Employee whilst such Employee remains in the employment of the Employer and then only for such period as he/she receives a weekly payment under the Act.
- (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 worker's compensation payments.
- (c) 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 clause 43.2(f) and to the maximum period of payment prescribed in this clause, accident pay shall apply only to the period of incapacity after the first two weeks.
- (d) Provided that as to industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration (as provided in Section 3 of the AC Act) 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.
- (e) Accident pay shall not apply in respect of any injury during the first five normal working days of incapacity.
- (f) Provided however that in the case of an Employee who contracts an infectious disease in the course of duty and is entitled to receive workers' compensation therefore shall receive accident pay from the first day of the incapacity.
- (g) An Employee on engagement may be required to declare all workers compensation claims made in the previous five years and in the event of false or inaccurate information being deliberately and knowingly declared the Employer may require the Employee to forfeit his/her entitlement to accident pay under this clause.

43.3 Maximum Period of Payment

The maximum period or aggregate of periods of accident pay to be made by the Employer shall be a total of 39 weeks for any one injury as defined clause 43.1(b).

43.4 Absences on Other Paid Leave

An Employee shall not be entitled to payment of accident pay in respect of any period of other paid leave of absence.

43.5 Notice of Injury

An Employee upon receiving an injury for which he/she claims to be entitled to receive accident pay shall give notice in writing of the said injury to the Employer as soon as reasonably practicable after the occurrence thereof. Provided that such notice may be given by a representative of the Employee.

43.6 Medical Examination

- (a) In order to receive entitlement to accident pay an Employee shall conform to the requirements of the Act as to medical examination.
- (b) Where in accordance with the AC Act a medical referee gives a certificate as to the condition of the Employee and his/her fitness for work or specifies work for which the Employee is fit and such work is made available by the Employer and 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.

43.7 Cessation 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.

43.8 Civil Damages Claims

(a) An Employee receiving or who has received accident pay shall advise the Employer of any action he/she may institute or any claim he/she may make for damages. Further the Employee shall, if requested, provide an authority to the Employer entitling the Employer to a charge upon any money payable pursuant to any judgement or settlement on that injury.

(b) Where an Employee obtains a judgement or settlement for damages in respect of an injury for which he/she has received accident pay, the Employer's 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 his/her Employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

(c) Where an Employee obtains a judgement or settlement for damage against a person other than the Employer in respect of an injury for which he/she has received accident pay, the Employer's 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 his/her Employer any amount of accident pay already received in respect of that injury by which judgement or settlement has not been so reduced.

43.9 Insurance against Liability

Nothing in this Agreement shall require the Employer to insure against his/her liability for accident pay.

43.10 Variations in Compensation Rates

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

43.11 Death of an Employee

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

Enterprise agreement signature page

Signed by employee representative:

Signature

Saula Dalib

Full name of Signatory (please print)

DALIBOR SAULA

Address of Signatory

265 FARADAY STREET
CARLTON, 3053

Position

Analyst/Programmer

Date

12 10 5 12014

Signed for the employer:

Signature

A Saville

Full name of Signatory (please print)

ALBERTJE MARION SAVILLE

Address of Signatory

265 FARADAY ST
CARLTON, 3053

Position

EXECUTIVE DIRECTOR

Date

12 1 5 12014

APPENDIX A LONG SERVICE LEAVE

1. Entitlement

- 1.1 An Employee shall be entitled to long service leave with pay, in respect of continuous service with one and the same Employer which for the purposes of this clause includes service with the Employer or service with a Public Health Institution.
- 1.2 An Employee shall have the following entitlement to long service leave:
- (a) On the completion by the Employee of ten years' continuous service - four month's (17.33 weeks) long service leave and thereafter an additional two month's (8.665 weeks) long service leave on the completion of each additional five years' service.
 - (b) In addition, in the case of an Employee who has completed more than ten years' service and whose employment is terminated otherwise than by the death of the Employee, an amount of long service leave equal to 1/30th of the period of their service since the last accrual of entitlement to long service leave under clause 1.1 herein.
- 1.3 Service with a Public Health Institution shall only be recognised by the Employer if the Employee has within 3 months of commencing employment with the Employer or during the period of employment with the Employer, whichever is the lesser, has provided the Employer with written notice of the Employee's service with a Public Health Institution subject to clause 2.3(g) herein.
- 1.4 Whilst the Employer will recognise service with a Public Health Institution as provided by this clause, no payment or grant for the taking of long service leave will be made for any period of service with a Public Health Institution where the Employee was entitled to receive payment in lieu of any outstanding long service leave with that Public Health Institution upon the employment ending (irrespective of taking up employment with the Employer).

2. Service entitling to leave

- 2.1 When calculating the aggregate of service for calculating the entitlement to leave any period of employment with any one of the said Public Health Institution of less than six months' duration shall be disregarded.
- 2.2 Where a business is transferred from the Employer (the transferrer) to another employer (the transferee), an Employee who worked with the transmitter and who continues in the service of the transferee, shall be entitled to count his or her service with the transmitter as service with the transferee for the purposes of this clause.
- 2.3 For the purposes of this clause service shall be deemed to be continuous notwithstanding:
- (a) the taking of any annual leave or long service leave;
 - (b) any absence from work of not more than ten working days in any one year on account of illness or injury or if applicable such longer period as provided in clause 35 (Personal leave);
 - (c) any interruption or ending of the employment by the Employer if the interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave;
 - (d) any absence on account of injury arising out of or in the course of the employment of the Employee for a period during which payment is made under clause 43 (Accident pay);
 - (e) any leave of absence of the Employee where the absence is authorised in advance in writing by the Employer to be counted as service;
 - (f) any interruption arising directly or indirectly from an industrial dispute;

- (g) any period of absence from employment between the engagement with one of Public Health Institution and either:
 - (i) another, or
 - (ii) re-engagement with the same Public Health Institution provided it is less than the Employee's allowable period of absence from employment. An Employee's allowable period of absence from employment shall be five weeks in addition to the total period of paid annual and/or sick leave, which the Employee actually receives on termination or for which he or she is paid in lieu;
- (h) the dismissal of an Employee, but only if the Employee is re-employed within a period not exceeding two months after the dismissal;
- (i) any absence from work of an Employee for a period not exceeding twelve months in respect of any parental leave;
- (j) any other absence of an 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 clause 2.3(d) herein;
- (k) any absence from work of an Employee from work for a period not exceeding twelve months in respect of clause 41 (Career Break).

2.4 In calculating the period of continuous service of any Employee, any interruption or absence of a kind mentioned in clauses 2.3(a) to 2.3(e) herein shall be counted as part of the period of their service, but any interruption or absence of a kind mentioned in clauses 2.3(f) to 2.3(k) herein shall not be counted as part of the period of service unless it is so authorised in writing by the Employer

2.5 The onus of providing a sufficient aggregate of service to support a claim for any long service leave entitlement shall at all times rest upon the Employee concerned.

2.6 The Employer shall keep or cause to be kept a long service record for each Employee, containing particulars of service, leave taken and payments made.

3. Payment in lieu of long service leave on the death of an Employee

Where an Employee who has completed at least ten years' service dies while still in the employ of the Employer, the Employer shall pay to such Employee's personal representative a sum equal to the pay of such Employee for one thirtieth 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.

4. Payment for period of leave

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

- (a) in full in advance when the Employee commences his or her leave; or
- (b) at the same time as payment would have been made if the Employee had remained on duty; in which case payment shall be made by electronic transfer, or other means, directly into a nominated bank or like account, or if the Employee in writing so requires, be made by cheque posted to a specified address; or
- (c) in any other way agreed between the Employer and the Employee.

4.2 Where the employment of an Employee is for any reason terminated before the Employee takes any long service leave to which he or she is entitled, or where any long service leave accrues to an Employee pursuant to clause 1.2 herein, the Employee shall, subject to the provisions of clause 4.3 herein, be entitled to pay in respect of such leave as at the date of termination of employment.

4.3 **Employment with a Public Health Institution**

- (a) Except where the Employee gives the Employer notice in writing that the Employee has been employed by a Public Health Institution, the Employer shall make payment in respect of such leave at the expiry of the Employee's allowable period of absence from employment.
- (b) Where the Employee gives the Employer notice in writing that the Employee has been employed by a Public Health Institution the Employer is no longer required to make payment to the Employee in respect of such leave.

4.4 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.

5. **Taking of leave**

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 a date as is mutually agreed.

5.2 Any long service leave shall be inclusive of any public holiday or accrued day off occurring during the period when leave is taken.

5.3 If the Employer and an Employee so agree:

- (a) the first four months long service leave to which an Employee becomes entitled under this Agreement may be taken in a single period or in multiple weekly periods; and
- (b) any subsequent period of long service leave to which the Employee becomes entitled may be taken in a single period or in multiple weekly periods;
- (c) by mutual agreement the Employee may take long service leave at double the pay over half of the time, or take double the long service leave period at half the pay;
- (d) by mutual agreement the Employee may be paid out the first four months of long service leave and / or any subsequent period of long service leave to which the Employee becomes entitled under this Agreement in lieu of the Employee taking the leave.

6. **Definitions**

For the purposes of this Appendix the following definitions apply:

- 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 21 of this Agreement at the time the leave is taken or (if the Employee dies before the completion of leave so taken) as at the time of his or her 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.
- 6.2 "**Month**" shall mean a calendar month.
- 6.3 "**Public Health Institution**" means a Victorian Public Hospital or community health service established under the Health Services Act 1988 (Vic) or its successor.
- 6.4 "**Transfer of business**" means a transfer of business within the meaning of the FW Act, and transfer and transferred have a corresponding interpretation.

APPENDIX B PARENTAL LEAVE

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

1. Definitions

For the purposes of this Appendix:

- (a) **"Child"** means:
 - (i) for the purposes of Maternity Leave and Partner Leave, a child of the Employee under the age of one year;
 - (ii) for the purposes of Adoption Leave, a person under the age of five years who is placed with the Employee for the purposes of adoption, other than a child or step-child of the Employee or of the spouse of the Employee or a child who has previously lived continuously with the Employee for a period of six months or more.
- (b) **"Continuous service"** means service under an unbroken contract of employment and includes:
 - (i) any period of leave taken in accordance with this clause;
 - (ii) any period of part-time employment worked in accordance with this clause; or
 - (iii) any period of leave or absence authorised by the Employer or by the agreement.
- (c) An **"Eligible Casual Employee"** is an Employee who has been engaged on a regular and consistent basis for at least 12 months and has an expectation of ongoing employment as defined in the FW Act.
- (d) **"Employee"** includes full time and part-time Employees but does not include an Employee engaged upon casual work unless they meet the definition of an 'Eligible Casual Employee'.
- (e) **"Female Employee"** means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.
- (f) **"Former position"** means the position held by an Employee immediately before proceeding on parental leave or a period of part-time employment immediately preceding a period of parental leave, whichever first occurs or, if such position no longer exists but there are other positions available for which the Employee is qualified and the duties of which he or she is capable of performing, a position as nearly comparable in status and pay to that of the position first mentioned in this definition.
- (g) **"Maternity Leave"** means leave of the type provided for in clause 2 herein (and includes special maternity leave).
- (h) **"Partner"** means an employee who is caring for a child born of his/her spouse or a child placed with the Employee for adoption purposes.
- (i) **"Partner leave"** means leave of the type provided for in clause 3 herein whether prescribed in an award or otherwise.
- (j) **"Primary care-giver"** means a person who assumes the principal role of providing care and attention to a child.

- (k) **"Relative adoption"** occurs where a child, as defined, is adopted by a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage.)
- (l) **"Spouse"** includes a partner (including a same sex partner), de facto or a former spouse.

2. Maternity Leave

2.1 Nature of Leave

- (a) Maternity leave is unpaid leave except that it will attract a payment of up to 10 weeks ordinary pay in accordance with the conditions prescribed in this clause.
- (b) Payment made in accordance with this Appendix shall be made at the commencement of leave or, if requested by the Employee, by 5 fortnightly wage payments.

2.2 Eligibility for Maternity Leave

- (a) An Employee who becomes pregnant, upon production to the Employer of the certificate required under clause 2.3 herein, shall be entitled to a period of up to 52 weeks maternity leave.
- (b) Subject to clauses 2.5 and 2.8 herein the period of maternity leave shall be unbroken and shall, immediately following confinement, include a period of six weeks compulsory leave.
- (c) The Employee must have had at least 12 months continuous service with that Employer immediately preceding the date upon which she proceeds upon such leave.

2.3 Certification

At the time specified in clause 2.4 herein, the Employee must produce to the Employer:

- (a) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement; and
- (b) a statutory declaration stating particulars of any period of partner leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

2.4 Notice Requirements

- (a) An Employee shall, not less than ten weeks prior to the presumed date of confinement, produce to her Employer the certificate referred to in clause 2.3 herein.
- (b) An Employee shall give not less than four weeks notice in writing to her Employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken and shall, at the same time, produce for her Employer the statutory declaration referred to in clause 2.3(b) herein.
- (c) An Employer by not less than 14 days notice in writing to the Employee may require her to commence maternity leave at any time within the six weeks prior to her presumed date of confinement.
- (d) An Employee shall not be in breach of this clause as a consequence of failure to save the stipulated period of notice in accordance with clause 2.4(b) herein if such failure is occasioned by the confinement occurring earlier than the presumed date.

2.5 Transfer to a Safe Job

- (a) Where, in the opinion of a registered medical practitioner, illness or risk 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 shall, 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.
- (b) If the transfer to a safe job is not practicable, the Employee may, or the Employer may require the Employee to, take paid leave for such period as is certified necessary by a registered medical practitioner. Such leave shall be in addition to any other leave entitlements held by the Employee.

2.6 Variation of Period of Maternity Leave

- (a) Provided the maximum period of maternity leave does not exceed the period to which the Employee is entitled under clause 2.2 herein:
 - (i) the period of maternity leave may be lengthened once only by the Employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened; and
 - (ii) the period may be further lengthened by agreement between the Employer and the Employee.
- (b) The period of maternity leave may, with the consent of the Employer, be shortened by the Employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

2.7 Cancellation of Maternity Leave

- (a) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an Employee terminates other than by the birth of a living child.
- (b) Where the pregnancy of an Employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the Employee to resume work at a time nominated by the Employer which shall not exceed four weeks from the date of notice in writing by the Employee to the Employer that she desires to resume work.

2.8 Special Maternity Leave and Sick Leave

- (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:
 - (i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work; or
 - (ii) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a registered medical practitioner certifies as necessary before her return to work.
- (b) Where an Employee not then on maternity leave suffers illness related to her pregnancy she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a registered practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period to which the Employee is entitled under clause 2.2 herein.

- (c) For the purposes of clauses 2.9, 2.10 and 2.11 herein, maternity leave shall include special maternity leave.
- (d) An Employee returning to work after the completion of a period of leave taken pursuant to this paragraph shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an Employee who was transferred to a safe job pursuant to clause 2.5 herein, to the position she held immediately before such transfer.
- (e) Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing she shall be entitled to a position as nearly comparable in status and pay to that of her former position.

2.9 Maternity Leave and Other Leave Entitlements

- (a) Provided the aggregate of any leave, including leave taken under this sub-clause, does not exceed the period to which the Employee is entitled under clause 2.2 herein, an Employee may, in lieu of or in addition to maternity leave, take any ADO's annual leave or long service leave or any part thereof to which she is entitled.
- (b) Paid sick leave or other paid authorised agreement absences (excluding annual leave or long service leave) shall not break the continuity of service of an Employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.
- (c) Absence on maternity leave shall not break the continuity of service of an Employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

2.10 Termination of Employment

- (a) An Employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this Agreement.
- (b) The Employer shall not terminate the employment of an Employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of the Employer in relation to termination of employment are not hereby, affected.

2.11 Return to Work After Maternity Leave

- (a) An Employee shall confirm her intention of returning to work by notice in writing to the Employer given not less than four weeks prior to the expiration of her period of maternity leave.
- (b) An Employee, upon returning to work after maternity leave or the expiration of the notice required by clause 2.11(a) herein, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an Employee who was transferred to a safe job pursuant to clause 2.5 herein, to the position which she held immediately before such transfer or in relation to an Employee who has worked part-time during the pregnancy the position she held immediately before commencing such part-time work.
- (c) Where such position no longer exists but there are other positions available which the Employee is qualified for, and is capable of performing, she shall be entitled to a position as nearly comparable in status and pay to that of her former position.

2.12 Replacement Employees

- (a) A replacement Employee is an Employee specifically engaged as a result of an Employee proceeding on maternity leave.

- (b) Before an Employer engages a replacement Employee, the Employer shall inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.
- (c) Before an Employer engages a person to replace an Employee temporarily promoted or transferred in order to replace an Employee exercising her rights under this clause the Employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the Employee who is being replaced.
- (d) Nothing in this clause shall be construed as requiring an Employer to engage a replacement Employee.

3. Partner Leave

3.1 Nature of Leave

Partner leave is unpaid leave except that it will attract a payment of up to 3 weeks week's ordinary pay in accordance with the conditions prescribed in this clause. This paid leave may comprise 1 week at the time of confinement of the Employee's spouse in accordance with clause 3.2(a) herein.

3.2 Eligibility for Partner Leave

- (a) An Employee, upon production to the Employer of the certificate required by clause 3.3 herein, shall be entitled to up to two periods of partner leave, the total of which shall not exceed 52 weeks unless the total period of leave includes a period of annual leave, in the following circumstances:
 - (i) a period of up to 8 weeks, which may include 1 week at the time of confinement of his or her spouse, the remainder may be taken at the time of birth. The leave taken at confinement may be taken non-consecutively within the remaining period.
 - (ii) a further unbroken period of up to 49 weeks in order to be the primary care-giver of a child provided that such leave shall not extend beyond the child's first birthday unless the total period of leave includes a period of annual leave.
- (b) The Employee must have had at least 12 months continuous service with the Employer immediately preceding the date upon which the Employee proceeds upon either period of leave.

3.3 Certification

At the time specified in clause 3.4 herein, the Employee must produce to the Employer:

- (a) a certificate from a registered medical practitioner which names his or her spouse, states that she is pregnant and the expected date of confinement or states the date on which the birth took place;
- (b) in relation to any period to be taken under clause 3.2(a)(ii) herein (long partner leave), a statutory declaration stating:
 - (i) the Employee will take that period of long partner leave to become the primary care-giver of a child;
 - (ii) particulars of any period of maternity leave sought or taken by his or her spouse (including evidence of the paid portion of such leave); and
 - (iii) for the period of partner leave the Employee will not engage in any conduct inconsistent with their contract of employment.

3.4 Notice Requirements

- (a) The Employee shall, not less than ten weeks prior to each proposed period of leave, give the Employer notice in writing stating the dates on which he or she proposes to start and finish the period or periods of leave and produce the certificate and statutory declaration required in clause 3.3 herein.
- (b) The Employee shall not be in breach of this paragraph as a consequence of failure to give the notice required in clause 3.4(a) herein if such failure is due to:
 - (i) the birth occurring earlier than the expected date or
 - (ii) the death of the mother of the child; or
 - (iii) other compelling circumstances.
- (c) The Employee shall immediately notify the Employer of any change in the information provided pursuant to clause 3.3 herein.

3.5 Variation of Period of Partner Leave

- (a) Provided the maximum period of partner leave does not exceed the period to which the Employee is entitled under clause 3.2 herein:
 - (i) the period of partner leave provided by clause 3.2(a) herein may be lengthened and once only by the Employee giving not less than 14 days notice in writing stating the period by which the leave to be lengthened,
 - (ii) the period may be further lengthened by agreement between the Employer and the Employee.
- (b) The period of partner leave taken under clause 3.2(b) herein may, with the consent to the Employer, be shortened by the Employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

3.6 Cancellation of Partner Leave

Partner leave, applied for under clause 3.2 herein, but not commenced, shall be cancelled when the pregnancy of the Employee's spouse terminates other than by the birth of a living child.

3.7 Partner Leave and Other Leave Entitlements

- (a) Provided the aggregate of any leave, including leave taken under this clause, does not exceed the period to which the Employee is entitled under clause 3.2 herein, an Employee may, in lieu of or in conjunction with partner leave, take any annual leave or long service leave or any part thereof to which the Employee is entitled.
- (b) Paid sick leave or other paid authorised absences under this Agreement (excluding annual leave or long service leave) shall not be available to an Employee during his or her absence on partner leave.

3.8 Effect of Partner Leave on Employment

Subject to this sub-clause, notwithstanding any agreement or other provision to the contrary absence on partner leave shall not break the continuity of service of an Employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

3.9 Termination of Employment

- (a) An Employee on partner leave may terminate their employment at any time during the period of leave by notice give in accordance with this agreement.
- (b) An Employer shall not terminate the employment of an Employee on the ground of his or her absence on partner leave, but otherwise the rights of an Employer in relation to termination of employment are not hereby affected.

3.10 Return to Work After Partner Leave

- (a) An Employee shall confirm their intention of returning to work by notice in writing to the Employer given not less than four weeks prior to the expiration of the period of partner leave provided by clause 3.2(a) herein.
- (b) An Employee, upon returning to work after partner leave or the expiration of the notice required by clause 3.4(a) herein shall be entitled to the position which he or she held immediately before proceeding on partner leave, or in relation to an Employee who has worked part-time under this clause to the position he or she held immediately before commencing such part-time work.
- (c) Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, he or she shall be entitled to a position as nearly comparable in status and pay to that of his or her former position.

3.11 Replacement Employees

- (a) A replacement Employee is an Employee specifically engaged as a result of an Employee proceeding on partner leave.
- (b) Before an Employer engages a replacement Employee the Employer shall inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.
- (c) Before an Employer engages a person to replace an Employee temporarily promoted or transferred in order to replace an Employee exercising his or her rights under this sub-clause, the Employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the Employee who is being replaced.
- (d) Nothing in this sub-clause shall be construed as requiring an Employer to engage a replacement Employee.

4. Adoption Leave

4.1 Nature of Leave

Adoption leave is unpaid leave except that it will attract a payment of up to 10 weeks' ordinary pay for the Primary Care Giver and 3 weeks' ordinary pay for the non-Primary Care Giver.

4.2 Eligibility

- (a) An Employee, upon production to the Employer of the documentation required by clause 4.3 herein shall be entitled to one or two periods of adoption leave, the total of which shall not exceed 52 weeks, in the following circumstances:
 - (i) an unbroken period of up to three weeks at the time of placement of the child,
 - (ii) an unbroken period of up to 52 weeks from the time of its placement in order to be the primary care-giver of a child. This leave shall not extend beyond one year after the

placement of the child. This entitlement of up to 52 weeks shall be reduced by any period of leave taken pursuant to clause 4.2(a)(i) herein.

- (b) The Employee must have had at least 12 months continuous service with the Employer immediately preceding the date upon which he or she proceeds upon such leave in either case.

4.3 Certification

- (a) Before taking adoption leave the Employee must produce to the Employer:
 - (i) A statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the Employee for adoption purposes; or
 - (ii) A statement from the appropriate government authority confirming that the Employee is to have custody of the child pending application for an adoption order.
- (b) In relation to any period to be taken under clause 4.2(a)(ii) herein, a statutory declaration stating:
 - (i) the Employee is seeking adoption leave to become the primary care-giver or is the partner of a primary care giver of the child;
 - (ii) particulars of any period of adoption leave sought or taken by the Employee's spouse; and
 - (iii) for the period of adoption leave the Employee will not engage in any conduct inconsistent with his or her contract of employment.

4.4 Notice Requirements

- (a) Upon receiving notice of approval for adoption purposes, an Employee shall notify the Employer of such approval and within two months of such approval shall further notify the Employer of the period or periods of adoption leave the Employee proposes to take. In the case of a relative adoption the Employee shall notify as aforesaid upon deciding to take a child into custody pending an application for an adoption order.
- (b) An Employee who commences employment with an Employer after the date of approval for adoption purposes shall notify the Employer thereof upon commencing employment and of the period or periods of adoption leave which the Employee proposes to take.
- (c) An Employee shall as soon as the Employee is aware of the presumed date of placement of a child for adoption purposes, but no later the 14 days before such placement, give notice in writing to the Employer of such date, and of the date of the commencement of any period of leave to be taken under clause 4.2(a) herein.
- (d) An Employee shall, ten weeks before the proposed date of commencing any leave to be taken under clause 4.2(a)(ii) herein, give notice in writing to the Employer of the date of commencing leave and the period of leave to be taken.
- (e) An Employee shall not be in breach of this sub-clause, as a consequence of failure to give the stipulated period of notice in accordance with clauses 4.4(c) or 4.4(d) herein if such failure is occasioned by the requirement of an adoption agency to accept earlier or later placement of a child, the death of the spouse or other compelling circumstances.

4.5 Variation of Period of Adoption Leave

- (a) Provided the maximum period of adoption leave does not exceed the period to which the Employee is entitled under clause 4.2 herein:

- (i) the period of leave taken under clause 4.2(a)(ii) herein may be lengthened once only by the Employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened,
 - (ii) the period may be further lengthened by agreement between the Employer and the Employee.
- (b) The period of adoption leave taken under clause 4.2(a)(ii) herein may, with the consent of the Employer, be shortened by the Employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

4.6 Cancellation of Adoption Leave

- (a) Adoption leave, applied for but not commenced, shall be cancelled should the placement of the child not proceed.
- (b) Where the placement of a child for adoption purposes with an Employee then on adoption leave does not proceed or continue, the Employee shall notify the Employer forthwith and the Employer shall nominate a time not exceeding four weeks from receipt of notification for the Employee's resumption of work.

4.7 Special Leave

The Employer shall grant to any Employee who is seeking to adopt a child, such unpaid leave not exceeding two days, as is required by the Employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the Employee the Employer may require the Employee to take such leave in lieu of special leave.

4.8 Adoption Leave and Other Entitlements

- (a) Provided the aggregate of any leave, including leave taken under this sub-clause, does not exceed the period to which the Employee is entitled under clause 4.2 herein, an Employee may, in lieu of or in addition to adoption leave, take any ADO's annual leave or long service leave or any part thereof to which he or she is entitled.
- (b) Paid sick leave or other paid authorised absences under this Agreement (excluding annual leave or long service leave) shall not be available to an Employee during the Employee's absence on adoption leave.

4.9 Effect of Adoption Leave on Employment

Subject to this sub-clause, notwithstanding any agreement or other provision to the contrary, absence on adoption leave shall not break the continuity of service of an Employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

4.10 Termination of Employment

- (a) An Employee on adoption leave may terminate the employment at any time during the period of leave by notice given in accordance with this Agreement.
- (b) An Employer shall not terminate the employment of an Employee on the ground of the Employee's application to adopt a child or absence on adoption leave, but otherwise the rights of an Employer in relation to termination of employment are not hereby affected.

4.11 Return to Work After Adoption Leave

- (a) An Employee shall confirm the intention of returning to work by notice in writing to the Employer given not less than four weeks prior to the expiration of adoption leave provided by clause 4.2(a)(ii) herein.

- (b) An Employee, upon returning to work after adoption leave shall be entitled to the position held immediately before proceeding on such leave or in relation to an Employee who has worked part-time under this clause the position held immediately before commencing such part-time work.
- (c) 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 shall be entitled to a position as nearly comparable in status and pay to that of the Employee's former position.

4.12 Replacement Employees

- (a) A replacement Employee is an Employee specifically engaged as a result of an Employee proceeding on adoption leave.
- (b) Before an Employer engages a replacement Employee the Employer shall inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.
- (c) Before an Employer engages a person to replace an Employee temporarily promoted or transferred in order to replace an Employee exercising rights under this sub-clause, the Employer shall inform, that person of the temporary, nature of the promotion or transfer and of the rights of the Employee who is being replaced.
- (d) Nothing in this sub-clause shall be construed as requiring an Employer to engage a replacement Employee

5. Part-Time Work

5.1 Entitlement

With the agreement of the Employer:

- (a) A Partner may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.
- (b) A female Employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy necessary or desirable.
- (c) A female Employee may work part-time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday.
- (d) In relation to adoption, the Employee who is the Primary Care Giver may work part-time in one or more periods at any time from the date of the placement of the child until the second anniversary of that date,

5.2 Return to Former Position

- (a) An Employee who has had at least 12 months continuous service with an Employer immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to his or her former position.
- (b) Nothing in clause 5.2(a) herein shall prevent the Employer from permitting the Employee to return to his or her former position after a second or subsequent period of part-time employment.

5.3 Effect of Part-Time Employment on Continuous Service

Commencement on part-time work under this clause, and return from part-time work to full-time work under this clause, shall not break the continuity of service or employment.

5.4 Pro-rata Entitlements

Subject to the provisions of this sub-clause and the matters agreed to in accordance with clause 5.7 herein, part-time employment shall be in accordance with the provisions of this agreement.

5.5 Transitional Arrangements - Annual Leave

- (a) An Employee working part-time under this sub-clause shall be paid for and take any leave accrued in respect of a period of full-time employment, in such periods and manner as specified in the annual leave provisions of this agreement, as if the Employee were working full-time in the class of work the Employee was performing as a full-time Employee immediately, before commencing part-time work under this sub-clause.
- (b) A full-time Employee shall be paid for and take any annual leave accrued in respect of a period of part-time employment under this sub-clause, in such periods and manner as specified in this the Employee were working part-time in the class of work the Employee was agreement, as performing as a part-time Employee immediately before resuming full-time work.
- (c) Provided that, by agreement between the Employer and the Employee, the period over which the leave is taken may be shortened to the extent necessary for the Employee to receive pay at the Employee's current full-time rate.

5.6 Transition Arrangements - Sick Leave

An Employee working part-time under this sub-clause shall have sick leave entitlements which have accrued under this agreement (including any entitlement accrued in respect of previous full-time employment) converted into hours. When this entitlement is used, whether as a part-time Employee or as a full-time Employee, it shall be debited from the ordinary hours that the Employee would have worked during the period of absence.

5.7 Part-time Work Agreement

- (a) Before commencing a period of part-time employment under this sub-clause the Employee and the Employer shall agree:
 - (i) that the Employee may work part-time,
 - (ii) upon the hours to be worked by the Employee, the days upon which they will work and commencing times for the work
 - (iii) upon the classification applying to the work to be performed, and
 - (iv) upon the period of part-time employment.
- (b) The terms of this agreement may be varied by consent.
- (c) The terms of this agreement or any variation to it shall be reduced to writing and retained by the Employer. A copy of the agreement and any variation to it shall be provided to the Employee by the Employer.
- (d) The terms of this agreement shall apply to the part-time employment.

5.8 Termination of Employment

- (a) The employment of a part-time Employee under this clause may be terminated in accordance with the provisions of this agreement but may not be terminated by the Employer because the Employee has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.
- (b) Any termination entitlements payable to an Employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time Employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time Employee on a pro rata basis.

5.9 Extension of Hours of Work

An Employer may request, but not require, an Employee working part-time under this clause to work outside or in excess of the Employee's ordinary hours of duty provided for in accordance with clause 5.7 herein.

5.10 Nature of Part-time Work

The work to be performed part-time need not be the work performed by the Employee in his or her former position but shall be work otherwise performed under this agreement.

5.11 Inconsistent Agreement Provisions

An Employee may work part-time under this clause notwithstanding any other provision of this agreement which limits or restricts the circumstances in which part-time employment may be worked or the terms upon which it may be worked including provisions:

- (a) limiting the number of Employees who may work part-time;
- (b) establishing quotas as to the ratio of part-time to full-time Employees;
- (c) prescribed a minimum or maximum number of hours a part-time Employee may work; or
- (d) requiring consultation with, consent of or monitoring by a union; and such provisions do not apply to part-time work under this clause.

5.12 Replacement Employees

- (a) A replacement Employee is an Employee specifically engaged as a result of an Employee working part-time under this clause.
- (b) A replacement Employee may be employed part-time. Subject to this paragraph, clauses 5.4 to 5.8 and clause 5.11 herein apply to the part-time employment of replacement Employee.
- (c) Before an Employer engages a replacement Employee under this paragraph, the Employer shall inform the person of the temporary nature of the employment and of the rights of the Employee who is being replaced.
- (d) Unbroken service as a replacement Employee shall be treated as continuous service for the purposes of clause 1(b) herein.
- (e) Nothing in this sub-clause shall be construed as requiring an Employer to engage a replacement Employee

APPENDIX C SALARY PACKAGING

1. Ability to salary sacrifice

The Employer agrees to permit all Employees covered by this Agreement, who elect to do so, to convert part of their gross base remuneration to packaged benefits in accordance with relevant taxation legislation, regulations and guidelines. Packaging shall not affect the pre package gross figure for the purposes of superannuation.

2. Items that may be salary sacrificed

The items available for salary packaging have been agreed upon as follows:

- (a) payment of salary sacrificed Superannuation Fund Contributions;
- (b) reimbursement of Crèche Fees;
- (c) reimbursement of House Mortgage or Rental Accommodation expenses;
- (d) reimbursement of loan repayments including credit card expenses (excluding cash advances/payments);
- (e) reimbursement of Education Costs and Fees;
- (f) reimbursement of Utility and Local Government charges;
- (g) such other benefits as agreed.

3. Costs of salary packaging

- 3.1 It is the intention of the Employer, as far as possible, to retain a salary packaging program for Employees. If legislative or other changes including but not limited to new rulings by the Australian Taxation Office ("**Other Changes**") have the effect of increasing the cost of packaging to the Employer (in that the Employer is bound by the legislative change or reasonably considers it must alter its practices in line with the rulings), then these costs from the first operative date of the legislative or other change shall either be paid by Employees participating in packaging or Employees can choose to cease the arrangement.
- 3.2 The administration of remuneration packaging will be outsourced by the Employer. The costs levied by the packaging provider will be borne by the Employee.
- 3.3 The exercise of the option to participate in salary packaging shall only be at the discretion and initiative of the Employee.
- 3.4 If, as a result of any legislative or Other Changes where the Employer incurs additional taxation liability in respect of any remuneration component provided by this Agreement:
- (a) the terms of the remuneration package shall be revised forthwith so that the Employer does not incur an additional net tax liability, or
 - (b) in the absence of agreement within one month from the date of the legislative or Other Change becomes operative, the affected remuneration component shall be converted into salary representing the net cost of the component to the Employer effective immediately from the date it becomes operative.
- 3.5 As a result of the legislative or Other Changes, the Remuneration Packaging arrangements may be renegotiated or the parties might vary, alter or delete these arrangements.

APPENDIX D ENHANCED RETIREMENT PLAN

1. Application for enhanced retirement plan

- 1.1 An Employee may voluntarily make written application to the Employer to enter an Enhanced Retirement Plan.
- 1.2 The Employer must respond to the application in writing within four weeks.
- 1.3 The Employer must not unreasonably reject the application except on the grounds of reasonable operational requirements, or ineligibility of the Employee in accordance with clause 2 herein.

2. Eligibility

Eligible Employees must:

- (a) be at least 59 years of age at the commencement of the plan; and
- (b) intend to retire 12 months after the commencement of the plan; and
- (c) have been employed by the Employer for at least 5 years at the time of commencement of the plan; and
- (d) not be a fixed-term or casual Employee.

3. Impact on leave

- 3.1 When on the 12 month plan, the Employer must maintain the Employee's applicable rate of pay, working hours/week, role, and classification. Leave accruals and service will be continuous.
- 3.2 The Employee will retire at the completion of the twelve-month plan unless, in exceptional circumstances, the plan is modified by mutual agreement.
- 3.3 The Employee will take all accrued annual leave and ADOs, as well that which will accrue, during the plan year.
- 3.4 Leave taken by the Employee will be taken in a way that is mutually agreed between the Employee and Employer. Such agreement, in writing, will be reached within two weeks of commencement of the plan.
- 3.5 The Employer will make every reasonable effort to accommodate the taking of all annual leave and ADOs during the period of the plan.
- 3.6 Deviation from the agreed plan should be only in exceptional circumstances (e.g. illness, carer's leave, parental leave) and the aim of taking all annual leave and ADOs before the end of the plan should be re-established by appropriate modification of the Leave Plan, or renegotiation of the plan.
- 3.7 Annual leave loading will be paid on all annual leave taken during the period of the plan.
- 3.8 The Employee will not take any long service leave during the period of the plan; otherwise all other leave is available as per this Agreement.

4. Retirement

- 4.1 At the completion of the plan year and the retirement of the Employee, the Employee will be paid a gratuity equivalent to 20% of base annual salary along with any other eligible termination payments.

4.2 Retired Employees will not be re-employed by the Employer.

APPENDIX E CLASSIFICATIONS

1. Definitions

1.1 Supervision:

- (a) **"Close Supervision"** means that the Employee receives detailed instructions on work to be performed. Tasks are covered by standard procedures. Deviation from procedures or unfamiliar situations is referred to higher levels. Work is regularly checked.
- (b) **"Routine Supervision"** means that the Employee receives broad instructions on work to be performed, except where new or unusual features require more specific instructions. Work in progress is checked intermittently. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor.
- (c) **"General Direction"** means that the Employee is provided with direction on the assignments to be undertaken, with the Employee determining the appropriate use of methods, tasks and sequences. Performance is checked by assignment completion.
- (d) **"Broad Direction"** means direction that the Employee is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Work checks are generally confined to establishing that satisfactory progress is being made. Performance is measured against objectives.
- (e) **"Professional Supervision"** means that the Employee is subject to the direction, observation and assessment of tasks and assignments that are of a nature specific to the particular profession. The supervision is conducted by another Employee of the same profession who is more senior and/or experienced. Professional Supervision may be provided by way of Close Supervision, Routine Supervision, General Direction or Broad Direction.

1.2 **"Section"** means one of Specimen Reception, Histology Laboratory, Molecular Microbiology, Cytology Laboratory, and Cytology Screening Team.

1.3 **"Teaching"** means the broad provision of theory and knowledge to internal and/or external participants according to an established curriculum. It includes teaching at tertiary institutions. Training is the narrower imparting of practical skill.

1.4 An **"Operational Service Officer"** is a person employed as such by the Employer to perform routine operational tasks of a non-professional, non-supervisory nature. Formal qualifications are not a requirement. Operational Service Officers include, but are not limited to, Specimen Processing Officer, Laboratory Assistant, Data Entry Operator, Receptionist and Courier.

1.5 An **"Administrative Officer"** is a person employed as such by the Employer to administer established organisational procedures and perform related administrative and technical tasks using defined skills and judgement. The requirement for formal qualifications and experience varies with the grade and role. Administrative Officers include, but are not limited to, Clerical Supervisor, Human Resource Assistant, Accounts Officer and Personal Assistant.

1.6 A **"Medical Laboratory Technician"** is an Employee employed as such who holds a relevant Associate Degree, Advanced Diploma or Diploma of Applied Science, or equivalent.

1.7 A **"Medical Scientist"** is a scientist who holds a relevant Bachelor of Applied Science or Bachelor of Science, or equivalent; or

(a) who holds a relevant post-graduate degree in science or applied science, or equivalent; or

(b) who is eligible for Graduate Membership of the Australian Institute of Medical Scientists; or

- (c) who prior to 1 December 1973 held an associate qualification conferred by the (then) Australian Institute of Medical Technologists.

1.8 A "**Professional Officer**" is a person who holds, as a minimum, a 3 year degree from an Australian University, or equivalent, where that degree, or subsequent qualification(s), permits entry to a recognised profession, or the application of knowledge in a professional field, and where the person is employed in their professional capacity. Professional Officers include, but are not limited to, Health Information Manager, Business Analyst/Developer, Systems Administrator, Statistician, Research Officer, Project Officer, Registry Officer, Non-Medical Epidemiologist and Health Geographers.

1.9 A "**Senior Manager**" is a person employed as such by the Employer who holds a tertiary qualification and who possesses skills or experience in management and who is employed to manage the activities of a major work area or technical function. Senior Managers have a high level of autonomy, authority and responsibility. Senior Managers include, but are not limited to, Human Resources Manager, Finance Manager and Registries Manager.

2. Operational Service Officer

2.1 Grade 1 Operational Service Officer

- (a) A Grade 1 Operational Service Officer is an Operational Service Officer appointed to such a position by the Employer and is an Employee with minimal relevant work experience and/or who performs basic duties on an on-going basis.
- (b) A wage increment applies 1 year after appointment.
- (c) An Employee at this level:
 - (i) works under Close Supervision, either individually or in a team;
 - (ii) works within established routines, methods and procedures;
 - (iii) has minimal responsibility, accountability or discretion;
 - (iv) is not required to have previous experience.

2.2 Grade 2 Operational Service Officer

- (a) A Grade 2 Operational Service Officer is an Operational Service Officer appointed to such a position by the Employer and is an Employee with at least 1 year's relevant experience, and/or who is performing Grade 2 duties on an on-going basis.
- (b) A wage increment applies 1 year after appointment.
- (c) An Employee at this level:
 - (i) works under Routine Supervision either individually or in a team;
 - (ii) prioritises work within established routines, methods and procedures;
 - (iii) is responsible for work performed with a limited level of accountability or discretion.

2.3 Grade 3 Operational Service Officer

- (a) A Grade 3 Operational Service Officer is an Operational Service Officer appointed to such a position by the Employer and who is performing Grade 3 duties on an on-going basis.
- (b) A wage increment applies 1 year after appointment.

- (c) An Employee at this level:
 - (i) works under Routine Supervision either individually or in a team.
 - (ii) prioritises work of a team within established routines, methods and procedures;
 - (iii) is responsible for work performed with a medium level of accountability or discretion;

2.4 Grade 4 Operational Service Officer

- (a) A Grade 4 Operational Service Officer is an Operational Service Officer appointed to such a position by the Employer and is an Employee who is performing Grade 4 duties on an on-going basis.
- (b) A wage increment applies 1 year after appointment.
- (c) An Employee at this level:
 - (i) works under Routine Supervision either individually or in a team;
 - (ii) prioritises work of a team within established routines, methods and procedures;
 - (iii) is responsible for work performed with a high level of accountability or discretion;
 - (iv) possesses sound interpersonal skills;
 - (v) may require minimum relevant qualifications at Certificate 3 level, or equivalent.

3. Administrative Officer

3.1 Grade 1 Administrative Officer

- (a) A Grade 1 Administrative Officer is an Administrative Officer appointed to such a position by the Employer.
- (b) An annual wage increment applies from years 2 to 4 after appointment.
- (c) A Grade 1 Administrative Officer works under Routine Supervision and is supervised against standards, targets or budgets.
- (d) Attributes of a Grade 1 Administrative Officer include:
 - (i) they are regarded as base grade administrators within a defined activity;
 - (ii) they are required to have knowledge associated with several years experience or technical training;
 - (iii) they are required to perform related tasks within a defined area of activity which have clearly defined objectives;
 - (iv) they require the ability to obtain the cooperation of others to comply with technical and administrative arrangements;
 - (v) they have the ability to provide advice to members of staff or the public consistent with organisational guidelines;
 - (vi) They are required to analyse situations or information, clearly and accurately communicate information, or make recommendations to peers or immediate supervisors;

- (vii) the tasks performed may require the use of a number of accepted methods or systems. The Employee is required to select the most suitable course of action from a limited range and effective choice is guided by precedent or rule and can be learned.

3.2 Grade 2 Administrative Officer

- (a) A Grade 2 Administrative Officer is an Administrative Officer appointed to such a position by the Employer.
- (b) An annual wage increment applies from years 2 to 4 after appointment.
- (c) A Grade 2 Administrative Officer works under Routine Supervision.
- (d) Attributes of a Grade 2 Administrative Officer include:
 - (i) a requirement for technical/administrative training with several years' experience, or equivalent work experience;
 - (ii) the ability to coordinate a small work group; or
 - (iii) act in a specialist role within a particular technical or defined area; or
 - (iv) be an experienced operator within a specific activity;
 - (v) they require supervisory or technical leadership within one or two activities which have well defined objectives;
 - (vi) they are required to possess good persuasive skills to obtain the cooperation of others in the achievement of objectives or for the communication of technical or administrative information;
 - (vii) they have the ability to select the most suitable course of action from a range of procedures, techniques and methods, aided by rules, guides, procedures or precedent.

3.3 Grade 3 Administrative Officer

- (a) A Grade 3 Administrative Officer is an Administrative Officer who is appointed to such a position by the Employer.
- (b) An annual wage increment applies from years 2 to 4 after appointment.
- (c) A Grade 3 Administrative Officer requires a relevant Diploma (or equivalent) qualification and/or relevant experience that the Employer deems as sufficient.
- (d) A Grade 3 Administrative Officer works under General Direction.
- (e) Attributes of a Grade 3 Administrative Officer include:
 - (i) the ability to supervise a small to medium sized work group (relative to the size of the organisation), independently organising and overseeing the day-to-day activities of subordinate staff; or
 - (ii) acting in a specialist role within a particular technical or administrative position and providing sound technical advice to peers, and to more senior positions; or
 - (iii) being responsible for a specified activity recognised across the organisation;
 - (iv) being proficient in the use of established technical or administrative processes through a number of years experience;

- (v) demonstrating supervisory or technical leadership for a distinct activity which may need to be coordinated with other activities;
- (vi) being able to obtain cooperation and assistance in the administration of well-defined activities and/or to influence others in the selection of the most suitable course of action.
- (vii) responsibility for recommending or accepting particular actions.

3.4 Grade 4 Administrative Officer

- (a) A Grade 4 Administrative Officer is an Administrative Officer appointed to such a position by the Employer.
- (b) An annual wage increment applies from years 2 to 4 after appointment.
- (c) A Grade 4 Administrative Officer requires a relevant Diploma (or equivalent) qualification and/or extensive relevant experience that the Employer deems as relevant to meeting the level of Grade 4.
- (d) A Grade 4 Administrative Officer works under General Direction.
- (e) The attributes of a Grade 4 Administrative Officer are:
 - (i) the ability to supervise a medium to large sized work group (relative to the size of the organisation), independently organising and overseeing the day-to-day activities of subordinate staff; or
 - (ii) the ability to manage a function; or
 - (iii) acting in an experienced specialist role within a particular technical or administrative discipline;
 - (iv) ability to be accountable for the scheduling and implementation of major work programs within defined budgets and policy guidelines;
 - (v) proficiency in the use of broad technical or administrative processes through a number of years experience in the field;
 - (vi) an understanding and/or leadership across an activity, which may need coordination with other activities;
 - (vii) considerable persuasive skills are required for successful adoption of operational schedules and to gain cooperation of the workforce;
 - (viii) the ability to work with broad and diverse parameters and apply judgement in the selection of appropriate action;
 - (ix) ability to find solutions to manageable problems, guided by precedent and practice;
 - (x) specialists provide authoritative advice to peers and more senior positions in the discipline;
 - (xi) predominantly responsible for actions taken.

4. Medical Laboratory Technician

4.1 Grade 1 Medical Laboratory Technician

- (a) A Grade 1 Medical Laboratory Technician is a Medical Laboratory Technician who is appointed to such a position by the Employer and performs routine medical laboratory tests and maintains and operates diagnostic laboratory equipment under the Routine Supervision of Medical Scientists and/or Pathologists.
- (b) Annual wage increments apply from years 2 to 8 after appointment.

4.2 Grade 2 Medical Laboratory Technician

- (a) A Grade 2 Medical Laboratory Technician is a Medical Laboratory Technician appointed to such a position by the Employer who under General Direction:
 - (i) performs the duties of a Grade 1 Medical Laboratory Technician; and
 - (ii) undertakes responsibilities requiring special knowledge or depth of experience, or a training role.
- (b) Annual wage increments apply from years 2 to 4 after appointment.

5. Medical Scientist

5.1 Grade 1 Medical Scientist

- (a) A Grade 1 Medical Scientist is a Medical Scientist appointed to such a position by the Employer and who, under Routine Professional Supervision of more senior scientific staff, undertakes laboratory or scientific work.
- (b) Annual wage increments apply from years 2 to 7 of experience after qualification.
- (c) Provided that:
 - (i) A Medical Scientist who commences employment during the first year of qualification with a Bachelor of Biomedical Science (Laboratory Medicine) from RMIT University shall be appointed to Medical Scientist Grade 1, 2nd year of experience after qualification. Advancement to the classification of Medical Scientist Grade 1, 3rd year of experience after qualification will occur on the 1st day of January in the succeeding year.
 - (ii) Relevant 'years of experience since qualification' is taken into account when appointing to Grade 1 Medical Scientist (from 1st year of experience after qualification to 7+ years of experience after qualification).
 - (iii) For the purposes of this clause, the 1st year of experience after qualification shall be deemed to commence on the 1st day of January in the year following the year during which the Medical Scientist presented for final examination, which if successful, would entitle the Medical Scientist to qualification as defined.
 - (iv) Where a Medical Scientist was required to attend a supplementary examination, such Medical Scientist shall, if successful, be deemed to have passed the final examination in the year during which such final examination was held.
 - (v) Where a Medical Scientist Grade 1, 1st year of experience after qualification commences employment during the first year after qualification, such Medical Scientist shall be advanced to the classification Medical Scientist Grade 1, 2nd year of

experience after qualification, as from the 1st day of January in the next succeeding year.

- (vi) A Medical Scientist who holds or is qualified to hold a relevant Bachelor of Science Honours or Bachelor of Applied Science Honours (or equivalent) shall be entitled to be classified as at least a Medical Scientist Grade 1, year 2.
- (vii) A Medical Scientist who holds, or is qualified to hold a relevant degree of Master of Applied Science or Master of Science (or equivalent) shall be entitled to be classified as at least a Medical Scientist Grade 1, year 3.
- (viii) A Medical Scientist undertaking the VCS Pathology internal cytology training program shall be paid as a Medical Scientist Grade 1, year 1, for the duration of the training program.

5.2 Grade 2 Medical Scientist

- (a) A Grade 2 Medical Scientist is a Medical Scientist appointed to such a position by the Employer and who under General Professional Direction:
 - (i) supervises one or more Sections (as defined), employing between 1 and 9 Medical Scientists and/or ancillary staff; or
 - (ii) has at least five years of relevant experience and a relevant higher qualification such as CT(ASC), or equivalent, and exhibits excellence in their professional skills and/or is required to apply a level of performance worthy of additional remuneration; or
 - (iii) has at least five years of relevant experience and 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
 - (iv) is appointed as deputy to a Grade 3 Medical Scientist.
- (b) Annual wage increments apply from years 2 to 4 after appointment.
 - (i) Provided that a Medical Scientist Grade 1, 7+ years of experience after qualification shall be paid at the Medical Scientist Grade 2, 2nd year rate after appointment.

5.3 Grade 3 Medical Scientist

- (a) A Grade 3 Medical Scientist is a Medical Scientist appointed to such a position by the Employer and who:
 - (i) under Broad Professional (when available) Direction from more senior staff supervises one or more Sections (as defined), employing at least 10 Medical Scientists and/or ancillary staff; or
 - (ii) has been qualified (as defined) for at least ten years and is engaged on specialised scientific work, Teaching, or work of a research or developmental nature; or
 - (iii) is appointed as a deputy to a Grade 4 Medical Scientist.
- (b) Annual wage increments apply from years 2 to 4 after appointment.

5.4 Grade 4 Medical Scientist

- (a) A Grade 4 Medical Scientist is a Medical Scientist who is appointed to such a position by the Employer and who:

- (i) may receive Broad Direction from a more senior staff member and/or they may be responsible to the executive; and
 - (ii) is a senior specialist who possesses higher level interpretive and scientific skills and/or who is a recognised discipline leader within the organisation; or
 - (iii) is appointed as a deputy to the Director of Laboratory Operations.
- (b) Wage increments apply at years 3 and 5 after appointment.

6. Professional Officer

6.1 Grade 1 Professional Officer

- (a) A Grade 1 Professional Officer is a Professional Officer appointed to such a position by the Employer. Grade 1 is the entry-level post qualification for a Professional Officer and for the early stages of the Professional Officer's career.
- (b) Annual wage increments apply from years 2 to 7 after qualification.
- (c) Grade 1 Professional Officers are subject to Routine Professional (when available) Supervision.
- (d) Attributes of a Grade 1 Professional Officer include the ability:
 - (i) to supervise ancillary Employees;
 - (ii) to work on relevant routine tasks with General Direction, or as a member of a team.

6.2 Grade 2 Professional Officer

- (a) A Grade 2 Professional Officer is a Professional Officer appointed to such a position by the Employer.
- (b) Annual wage increments apply from years 2 to 4 after appointment.
- (c) Grade 2 Professional Officers are subject to General Professional (when available) Direction.
- (d) Attributes of a Grade 2 Professional Officer include:
 - (i) the ability to work independently;
 - (ii) the requirement to exercise independent judgement on routine matters;
 - (iii) a commitment to professional development and workplace education;
 - (iv) an ability to contribute to the design and development of research and projects;
 - (v) an ability to undertake quality improvement activities;
 - (vi) an ability to supervise qualified professional and/or ancillary staff.

6.3 Grade 3 Professional Officer

- (a) A Grade 3 Professional Officer is a Professional Officer appointed to such a position by the employer.
- (b) Annual wage increments apply from years 2 to 4 after appointment.

- (c) Grade 3 Professional Officers are subject to General Professional (when available) Direction.
- (d) Attributes of a Grade 3 Professional Officer include;
 - (i) the experience to be able to independently apply a high level of knowledge and judgment to novel, complex or more critical tasks specific to their discipline;
 - (ii) the requirement for relevant specialised knowledge and skill;
 - (iii) an active commitment to Teaching, professional development and/or the development of professional knowledge and skills in their field of work;
 - (iv) an ability to supervise qualified professional and/or ancillary staff;
 - (v) The ability to design, develop and/or implement research and projects.

6.4 Grade 4 Professional Officer

- (a) A Grade 4 Professional Officer is a Professional Officer appointed to such a position by the Employer.
- (b) Annual wage increments apply from years 2 to 4 after appointment.
- (c) A Grade 4 Professional Officer may receive Broad Direction from a more senior staff member and/or they may be responsible to the executive for providing effective services, and ensuring budget and strategic targets are met.
- (d) Attributes of a Grade 4 Professional Officer include;
 - (i) a requirement to apply a superior level of professional judgement and knowledge when performing a wide range of novel, complex and critical tasks specific to their discipline;
 - (ii) a proven record of achievement at a senior level;
 - (iii) a capacity to allocate and manage resources, set priorities, and ensure budgets are met;
 - (iv) an ability to supervise qualified professional and/or ancillary staff;
 - (v) a requirement to develop, implement and deliver strategic business plans within a budget framework.

7. Senior Manager

7.1 Grade 1 Senior Manager

- (a) A Grade 1 Senior Manager is a Senior Manager appointed to such a position by the Employer.
- (b) A Grade 1 Senior Manager requires a Degree, or equivalent, and relevant experience.
- (c) Grade 1 Senior Managers work under General or Broad Direction.
- (d) The attributes of a Grade 1 Senior Manager are:
 - (i) they may manage other Employees including administrative, technical and/or professional Employees;
 - (ii) they independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems;

- (iii) they may be a recognised authority in a specialised area;
- (iv) they possess detailed knowledge of policies and the inter-relationships between a range of policies and activities;
- (v) they adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques;
- (vi) they may be involved in stand-alone work or the supervision of Employees to achieve objectives;
- (vii) they may be involved in the interpretation of policy which has an impact beyond the immediate work area.

7.2 Grade 2 Senior Manager

- (a) A Grade 2 Senior Manager is a Senior Manager appointed to such a position by the Employer.
- (b) A Grade 2 Senior Manager requires a Degree, or equivalent, and extensive relevant experience.
- (c) Grade 2 Senior Managers work under Broad Direction working with a degree of autonomy.
- (d) The attributes of a Grade 2 Senior Manager are:
 - (i) they may have management responsibility for a functional area and/or other Employees including administrative, technical and/or professional Employees;
 - (ii) they are required to develop new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge;
 - (iii) expected to make policy recommendations to others and to implement programs involving major change which may impact on other areas of the organisation;
 - (iv) responsible for program/project development and implementation;
 - (v) expected to provide strategic support and advice;
 - (vi) are able to achieve objectives operating within complex organisational structures;
 - (vii) able to assist in the management of a large functional unit with a diverse or complex set of functions and significant resources;
 - (viii) able to manage a function requiring a high degree of knowledge and sensitivity;
 - (ix) able to manage a small or specialised unit where significant innovation, initiative and/or judgement are required.

7.3 Grade 3 Senior Manager

- (a) A Grade 3 Senior Manager is a Senior Manager appointed to such a position by the Employer.
- (b) A Grade 3 Senior Manager requires a relevant postgraduate qualification, or significant progress towards gaining such a qualification, and extensive relevant experience.
- (c) Grade 3 Senior Managers work under Broad Direction with a considerable degree of autonomy.

- (d) The attributes of a Grade 3 Senior Manager are:
- (i) they have management responsibility for a major functional area and/or manage other Employees including administrative, technical and/or professional Employees;
 - (ii) a demonstrated capacity to conceptualise, develop and review major professional, management or administrative policies at corporate level;
 - (iii) they show significant high level creative, planning and management functions;
 - (iv) responsibility for significant resources;
 - (v) an ability to liaise at a high level with internal and external clients;
 - (vi) responsible for programs involving major change which may impact on other areas;
 - (vii) provision of strategic support and advice;
 - (viii) an ability to achieve broad objectives while operating within a complex organisational structure;
 - (ix) ability to manage a function requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements;
 - (x) able to assist in the management of a large functional unit with a diverse or complex set of functions and significant resources;
 - (xi) able to manage a small and specialised unit where significant innovation, initiative and/or judgement are required.

7.4 Grade 4 Senior Manager

- (a) A Grade 4 Senior Manager is a Senior Manager appointed to such a position by the Employer.
- (b) A Grade 4 Senior Manager requires a relevant postgraduate qualification and extensive relevant experience as well as proven experience in the management of significant human and material resources.
- (c) Grade 4 Senior Managers work under Broad Direction with a high overall degree of autonomy.
- (d) The attributes of a Grade 4 Senior Manager are:
 - (i) a requirement to have substantial management responsibility for diverse activities and/or Employees;
 - (ii) a capability for complex, significant and high level creative planning;
 - (iii) the performance of program and managerial functions with clear accountability for program performance;
 - (iv) the possession of comprehensive knowledge of related programs;
 - (v) generation and use of a high level of theoretical and applied knowledge;
 - (vi) bringing a multi-perspective understanding to the development, carriage, marketing and implementation of new policies; devise new ways of adapting the organisation's strategies to new, including externally generated, demands;

- (vii) being fully responsible for the achievement of significant organisational objectives and programs;
- (viii) an ability to manage a large functional unit with a diverse or complex set of functions and significant resources;
- (ix) an ability to manage a complex function or unit where significant innovation, initiative and/or judgement are required;
- (x) to contribute to the strategic direction of the organisation.

APPENDIX F WAGES

1. Scientists

<i>Classification</i>	<i>Yr</i>	1 Jan 12 2.5%	1 Nov 12 2.01%	1 Nov 13 2.5%	1 Nov 14 2.5%	1 Nov 15 2.5%	1 Nov 16 2.5%
Medical Scientist Grade1	1	\$904.15	\$922.33	\$945.38	\$969.02	\$993.24	\$1018.08
Medical Scientist Grade1	2	\$988.72	\$1008.59	\$1033.80	\$1059.65	\$1086.14	\$1113.29
Medical Scientist Grade1	3	\$1052.73	\$1073.89	\$1100.73	\$1128.25	\$1156.46	\$1185.37
Medical Scientist Grade1	4	\$1125.96	\$1148.59	\$1177.31	\$1206.74	\$1236.91	\$1267.83
Medical Scientist Grade1	5	\$1181.77	\$1205.53	\$1235.67	\$1266.56	\$1298.22	\$1330.68
Medical Scientist Grade1	6	\$1242.20	\$1267.17	\$1298.84	\$1331.32	\$1364.60	\$1398.71
Medical Scientist Grade1	7 and after	\$1300.37	\$1326.50	\$1359.67	\$1393.66	\$1428.50	\$1464.21
Medical Scientist Grade 2	1	\$1300.37	\$1326.50	\$1359.67	\$1393.66	\$1428.50	\$1464.21
Medical Scientist Grade 2	2	\$1312.77	\$1339.16	\$1372.63	\$1406.95	\$1442.12	\$1478.18
Medical Scientist Grade 2	3	\$1377.65	\$1405.34	\$1440.48	\$1476.49	\$1513.40	\$1551.23
Medical Scientist Grade 2	4 and after	\$1518.85	\$1549.37	\$1588.11	\$1627.81	\$1668.51	\$1710.22
Medical Scientist Grade 3	1	\$1549.24	\$1580.38	\$1619.89	\$1660.38	\$1701.89	\$1744.44
Medical Scientist Grade 3	2	\$1603.31	\$1635.53	\$1676.42	\$1718.33	\$1761.29	\$1805.32

Classification	Yr	1 Jan 12 2.5%	1 Nov 12 2.01%	1 Nov 13 2.5%	1 Nov 14 2.5%	1 Nov 15 2.5%	1 Nov 16 2.5%
Medical Scientist Grade 3	3	\$1646.30	\$1679.39	\$1721.38	\$1764.41	\$1808.52	\$1853.74
Medical Scientist Grade 3	4 and after	\$1771.10	\$1806.70	\$1851.86	\$1898.16	\$1945.61	\$1994.25
Medical Scientist Grade 4	1/2	\$1815.63	\$1852.13	\$1898.43	\$1945.89	\$1994.54	\$2044.40
Medical Scientist Grade 4	3/4	\$1912.45	\$1950.89	\$1999.66	\$2049.65	\$2100.89	\$2153.41
Medical Scientist Grade 4	5 and after	\$2086.13	\$2128.06	\$2181.26	\$2235.80	\$2291.69	\$2348.98

2. Non Scientists

Classification	Yr	1 Oct 11 2.5%	1 Nov 12 2.61%	1 Nov 13 2.5%	1 Nov 14 2.5%	1 Nov 15 2.5%	1 Nov 16 2.5%
Operational Service Officer Grade 1	1	\$809.70	\$830.83	\$851.60	\$872.89	\$894.72	\$917.08
Operational Service Officer Grade 1	2 and after	\$817.80	\$839.14	\$860.12	\$881.62	\$903.66	\$926.25
Operational Service Officer Grade 2	1	\$839.58	\$861.49	\$883.03	\$905.10	\$927.73	\$950.92
Operational Service Officer Grade 2	2 and after	\$855.57	\$877.90	\$899.85	\$922.34	\$945.40	\$969.03

Classification	Yr	1 Oct 11 2.5%	1 Nov 12 2.61%	1 Nov 13 2.5%	1 Nov 14 2.5%	1 Nov 15 2.5%	1 Nov 16 2.5%
Operational Service Officer Grade 3	1	\$900.00	\$923.49	\$946.58	\$970.24	\$994.50	\$1019.36
Operational Service Officer Grade 3	2 and after	\$939.21	\$963.72	\$987.81	\$1012.51	\$1037.82	\$1063.77
Operational Service Officer Grade 4	1	\$1037.30	\$1064.37	\$1090.98	\$1118.26	\$1146.21	\$1174.87
Operational Service Officer Grade 4	2 and after	\$1060.67	\$1088.35	\$1115.56	\$1143.45	\$1171.04	\$1201.34
Administrative Officer Grade 1	1	\$900.03	\$923.52	\$946.61	\$970.28	\$994.53	\$1019.40
Administrative Officer Grade 1	2	\$939.21	\$963.72	\$987.81	\$1012.51	\$1037.82	\$1063.77
Administrative Officer Grade 1	3	\$953.25	\$978.13	\$1002.58	\$1027.65	\$1053.34	\$1079.67
Administrative Officer Grade 1	4 and after	\$968.98	\$994.27	\$1019.13	\$1044.61	\$1070.72	\$1097.49
Administrative Officer Grade 2	1	\$1003.94	\$1030.14	\$1055.89	\$1082.29	\$1109.35	\$1137.08
Administrative Officer Grade 2	2	\$1031.70	\$1058.63	\$1085.09	\$1112.22	\$1140.03	\$1168.53
Administrative Officer Grade 2	3	\$1080.67	\$1108.88	\$1136.60	\$1165.01	\$1194.14	\$1223.99

Classification	Yr	1 Oct 11 2.5%	1 Nov 12 2.61%	1 Nov 13 2.5%	1 Nov 14 2.5%	1 Nov 15 2.5%	1 Nov 16 2.5%
Administrative Officer Grade 2	4 and after	\$1113.32	\$1142.37	\$1170.93	\$1200.21	\$1230.21	\$1260.97
Administrative Officer Grade 3	1	\$1140.15	\$1169.91	\$1199.15	\$1229.13	\$1258.86	\$1291.36
Administrative Officer Grade 3	2	\$1165.78	\$1196.21	\$1226.11	\$1256.76	\$1288.18	\$1320.39
Administrative Officer Grade 3	3	\$1191.69	\$1222.79	\$1253.36	\$1284.70	\$1316.81	\$1349.73
Administrative Officer Grade 3	4 and after	\$1215.76	\$1247.49	\$1278.67	\$1310.64	\$1343.41	\$1376.99
Administrative Officer Grade 4	1	\$1252.73	\$1285.43	\$1317.56	\$1350.50	\$1384.26	\$1418.87
Administrative Officer Grade 4	2	\$1284.67	\$1318.20	\$1351.16	\$1384.94	\$1419.56	\$1455.05
Administrative Officer Grade 4	3	\$1355.28	\$1390.65	\$1424.42	\$1461.06	\$1497.58	\$1535.02
Administrative Officer Grade 4	4 and after	\$1422.99	\$1460.13	\$1496.63	\$1534.04	\$1572.40	\$1611.71
Medical Laboratory Technician Grade 1	1	\$812.77	\$833.99	\$854.84	\$876.21	\$898.11	\$920.57
Medical Laboratory Technician Grade 1	2	\$852.90	\$875.16	\$897.04	\$919.47	\$942.46	\$966.02

Classification	Yr	1 Oct 11 2.5%	1 Nov 12 2.61%	1 Nov 13 2.5%	1 Nov 14 2.5%	1 Nov 15 2.5%	1 Nov 16 2.5%
Medical Laboratory Technician Grade 1	3	\$893.13	\$916.44	\$939.36	\$962.84	\$986.91	\$1011.58
Medical Laboratory Technician Grade 1	4	\$925.78	\$949.94	\$973.69	\$998.03	\$1022.98	\$1048.56
Medical Laboratory Technician Grade 1	5	\$958.12	\$983.13	\$1007.70	\$1032.90	\$1058.72	\$1085.19
Medical Laboratory Technician Grade 1	6	\$990.66	\$1016.52	\$1041.93	\$1067.98	\$1094.68	\$1122.05
Medical Laboratory Technician Grade 1	7	\$1023.26	\$1049.96	\$1076.21	\$1103.12	\$1130.70	\$1158.96
Medical Laboratory Technician Grade 1	8 and after	\$1055.75	\$1083.31	\$1110.39	\$1138.15	\$1166.60	\$1195.77
Medical Laboratory Technician Grade 2	1	\$1055.75	\$1083.31	\$1110.39	\$1138.15	\$1166.60	\$1195.77
Medical Laboratory Technician Grade 2	2	\$1099.06	\$1127.74	\$1155.94	\$1184.83	\$1214.45	\$1244.82
Medical Laboratory Technician Grade 2	3	\$1142.52	\$1172.34	\$1201.64	\$1231.69	\$1262.48	\$1294.04
Medical Laboratory Technician Grade 2	4 and after	\$1085.53	\$1113.86	\$1141.70	\$1170.25	\$1199.50	\$1229.49
Professional Officer Grade 1	1	\$996.51	\$1022.51	\$1048.08	\$1074.28	\$1101.14	\$1128.66

Classification	Yr	1 Oct 11 2.5%	1 Nov 12 2.61%	1 Nov 13 2.5%	1 Nov 14 2.5%	1 Nov 15 2.5%	1 Nov 16 2.5%
Professional Officer Grade 1	2	\$1015.26	\$1041.76	\$1067.80	\$1094.50	\$1121.86	\$1149.91
Professional Officer Grade 1	3	\$1055.75	\$1083.31	\$1110.39	\$1138.15	\$1166.60	\$1195.77
Professional Officer Grade 1	4	\$1095.83	\$1124.43	\$1152.54	\$1181.35	\$1210.89	\$1241.16
Professional Officer Grade 1	5	\$1181.77	\$1212.62	\$1242.93	\$1274.01	\$1305.86	\$1338.50
Professional Officer Grade 1	6	\$1242.20	\$1274.62	\$1306.48	\$1339.15	\$1372.63	\$1406.94
Professional Officer Grade 1	7 and after	\$1300.37	\$1334.31	\$1367.66	\$1401.86	\$1436.90	\$1472.82
Professional Officer Grade 2	1	\$1323.84	\$1358.39	\$1392.35	\$1427.16	\$1462.84	\$1499.41
Professional Officer Grade 2	2	\$1367.30	\$1402.99	\$1438.06	\$1474.01	\$1510.86	\$1548.63
Professional Officer Grade 2	3	\$1410.81	\$1447.63	\$1483.82	\$1520.92	\$1558.94	\$1597.92
Professional Officer Grade 2	4 and after	\$1518.85	\$1558.49	\$1597.45	\$1637.39	\$1678.32	\$1720.28
Professional officer Grade 3	1	\$1549.24	\$1589.67	\$1629.41	\$1670.15	\$1711.90	\$1754.70

Classification	Yr	1 Oct 11 2.5%	1 Nov 12 2.61%	1 Nov 13 2.5%	1 Nov 14 2.5%	1 Nov 15 2.5%	1 Nov 16 2.5%
Professional officer Grade 3	2	\$1603.31	\$1645.15	\$1686.28	\$1728.44	\$1771.65	\$1815.94
Professional officer Grade 3	3	\$1646.30	\$1689.27	\$1731.50	\$1774.79	\$1819.16	\$1864.64
Professional officer Grade 3	4 and after	\$1771.10	\$1817.32	\$1862.76	\$1909.33	\$1957.06	\$2005.98
Professional officer Grade 4	1	\$1815.63	\$1863.02	\$1909.60	\$1957.34	\$2006.27	\$2056.43
Professional officer Grade 4	2	\$1884.82	\$1934.02	\$1982.37	\$2031.92	\$2082.72	\$2134.79
Professional officer Grade 4	3	\$1912.45	\$1962.36	\$2011.42	\$2061.70	\$2113.25	\$2166.08
Professional officer Grade 4	4 and after	\$2086.13	\$2140.58	\$2194.09	\$2248.95	\$2305.17	\$2362.80
Senior Manager Grade 1		\$1564.92	\$1605.76	\$1645.91	\$1687.05	\$1729.23	\$1772.46
Senior Manager Grade 2		\$1724.36	\$1769.36	\$1813.60	\$1858.94	\$1905.41	\$1953.05
Senior Manager Grade 3		\$1902.20	\$1951.84	\$2000.64	\$2050.65	\$2101.92	\$2154.47
Senior Manager Grade 4		\$2086.13	\$2140.58	\$2194.09	\$2248.95	\$2305.17	\$2362.80

3. Allowances

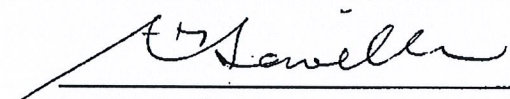
	1 Jan 12	1 Nov 12	1 Nov 13	1 Nov 14	1 Nov 15	1 Nov 16
Meal Allowance (Clause 23.2)	\$10.76	\$11.04	\$11.32	\$11.60	\$11.89	\$12.19
Higher Qualification – 4% Scientist	\$42.11	\$43.21	\$44.29	\$45.39	\$46.53	\$47.69
Higher Qualification – 6.5% Scientist	\$68.43	\$70.21	\$71.97	\$73.77	\$75.61	\$77.50
Higher Qualification – 7.5% Scientist	\$78.96	\$81.02	\$83.04	\$85.12	\$87.25	\$89.43
Higher Qualification – 10% Scientist	\$105.28	\$108.03	\$110.73	\$113.49	\$116.33	\$119.24
Higher Qualification – 4% Other	\$42.42	\$43.53	\$44.62	\$45.74	\$46.88	\$48.05
Higher Qualification – 6.5% Other	\$68.94	\$70.74	\$72.51	\$74.32	\$76.18	\$78.08
Higher Qualification – 7.5% Other	\$79.55	\$81.63	\$83.67	\$85.76	\$87.90	\$90.10
Higher Qualification – 10% Other	\$106.07	\$108.84	\$111.56	\$114.35	\$117.20	\$120.13
Maximum Annual leave Loading	\$1122.27	\$1151.56	\$1180.35	\$1209.86	\$1240.11	\$1271.11

AG2014/6045 – Undertaking of Victorian Cytology Service Incorporated

Pursuant to section 190 of the *Fair Work Act 2009*, in the application of the Victorian Cytology Service Incorporated Agreement 2014 – 2017, Victorian Cytology Service Inc. undertakes as follows:

- That the minimum period of engagement of a casual employee shall be 3 hours;
- That no employee shall be required to work more than 10 ordinary hours of work (exclusive of meal breaks) in one day.

Date: JUNE 4th 2014

Signed: 
Name: Marion Saville

Position / Capacity: Executive Director

Address: 265 Faraday Street
Carlton Victoria 3053