



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

The Trustee for Wyndham Clinic Unit Trust T/A Wyndham Clinic Private Hospital
(AG2018/3328)

WYNDHAM CLINIC HEALTH PROFESSIONALS AND HEALTH AND ALLIED ENTERPRISE AGREEMENT 2018

Health and welfare services

DEPUTY PRESIDENT COLMAN

MELBOURNE, 15 NOVEMBER 2018

Application for approval of the Wyndham Clinic Health Professionals and Health and Allied Enterprise Agreement 2018.

[1] An application has been made for approval of an enterprise agreement known as the *Wyndham Clinic Health Professionals and Health and Allied Enterprise Agreement 2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by The Trustee for Wyndham Clinic Unit Trust T/A Wyndham Clinic Private Hospital. The agreement is a single enterprise agreement.

[2] On the basis of the material contained in the application and accompanying statutory declaration, I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Health Services Union of Australia 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) and based on the statutory declaration provided by the organisation, I note that the Agreement covers the organisation.

[4] The Agreement was approved on 15 November 2018 and, in accordance with s.54, will operate from 22 November 2018. The nominal expiry date of the Agreement is 30 June 2022.



DEPUTY PRESIDENT

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WYNDHAM CLINIC

HEALTH PROFESSIONALS AND SUPPORT SERVICES STAFF

ENTERPRISE AGREEMENT 2018

ENTERPRISE AGREEMENT

1. ARRANGEMENT

The Agreement is arranged as follows:

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2. NAME OF THE AGREEMENT

This Agreement shall be called the *Wyndham Clinic Health Professionals and Health and Allied Enterprise Agreement 2018* ('the Agreement').

3. COVERAGE

The agreement shall cover:

- (a) Wyndham Clinic (ABN No: 6359 6420 540)
- (b) Employees employed by Wyndham Clinic as classified in Schedule 1 of this Agreement.

4. DATE AND PERIOD OF OPERATION

Agreement shall commence operation from the 7th day after the agreement is approved by the Fair Work Commission ('FWC') and will remain in place until 30 June 2022, or thereafter in accordance with the *Fair Work Act 2009*.

The parties agree that discussions shall commence for a new Agreement no later than three months prior to the expiry date of the Agreement.

5. POSTING OF THE AGREEMENT

A copy of this Agreement shall be displayed in a conspicuous and convenient place at the workplace so as to be easily read by all employees.

6. RELATIONSHIP TO THE NATIONAL EMPLOYMENT STANDARDS

Entitlements in accordance with the National Employment Standards ("NES") are provided for under the *Fair Work Act 2009*. Where this Agreement also has provisions regarding matters dealt with under the NES and the provisions in the NES set out in the Act are more favourable to an Employee in a particular respect than those provisions, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that Employee. The provisions in this Agreement otherwise apply.

7. DEFINITIONS

For the purposes of this Agreement:

- (a) FWC shall mean the Fair Work Commission.
- (b) Employee means a person employed by the Employer in a classification defined in Schedule 1 of this Agreement.

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- (c) Employer shall mean Wyndham Clinic.
 - (d) Experience means for the purpose of Appendix 1, experience at any such work as stipulated in Schedule 1 in any workplace within the last five years, excluding any leave provisions in this agreement.
 - (e) “Base rate” for the purposes of the calculation of relevant allowances shall be as follows:
 - (i) Support Services /Health and Allied Employees – Wage/ Skill Group 5 Year 1
 - (ii) Health Professionals – Grade 1 Year 1
 - (f) **immediate family** of an employee means:
 - (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
 - (iii) **spouse** includes a former spouse.
 - (iv) **de facto partner** of an employee:
 - (1) means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
 - (2) includes a former de facto partner of the employee.
 - (g) “the Act” shall mean the *Fair Work Act 2009*, as amended.
 - (h) NES means the National Employment Standards as contained in sections 59 to 131 of the *Fair Work Act 2009 (Cth)*.

8. CONSULTATION REGARDING CHANGE

- (a) This term applies if the Employer proposes to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on employees of the Employer.
- (b) The employer must notify the relevant employees of the decision to introduce a major change. The relevant employees may appoint a representative, which may

be a representative from their union, for the purposes of the procedures in this term. If relevant employees appoint a representative for the purposes of consultation, the employer must recognise the representative.

- (c) As soon as practicable after making its decision, the employer must discuss with the relevant employees and their appointed representative/s:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

- (d) Subject to (b) and (c), for a change to the employees' regular roster or ordinary hours of work, the employer is required to:
 - (i) to provide information to the employees about the change; and
 - (ii) to invite the employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - (iii) to consider any views given by the employees about the impact of the change.

- (e) For the purposes of the discussion — provide, in writing, to the relevant employees all relevant information about the change including the nature of the change proposed; and information about the expected effects of the change on the employees; and any other matters likely to affect the employees.

- (f) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

- (g) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

- (h) If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclauses (b) and (c) are taken not to apply.

- (i) In this term, a major change is likely to have a significant effect on employees if it results in the termination of the employment of employees; or major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or the alteration of hours of work; or the need to retrain employees; or the need to relocate employees to another workplace; or the restructuring of jobs.

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- (j) In this term, relevant employees means the employees who may be affected by the major change.
 - (k) The parties acknowledge that in respect to matters of transmission, the *Fair Work Act 2009* applies.

9. DISPUTE RESOLUTION PROCEDURE

- (a) In the event of a dispute in relation to a matter arising under this agreement or the NES, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- (b) A party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute.
- (c) If a dispute in relation to a matter arising under the agreement or the NES is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the Fair Work Commission for resolution by conciliation and, where the matter in dispute remains unresolved, arbitration.
- (d) It is a term of this agreement that while the dispute resolution procedure is being conducted work shall continue normally unless an employee has a reasonable concern about an imminent risk to his or her health or safety.
- (e) If arbitration is necessary FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- (f) The above steps shall take place within seven days (health and safety matters are exempt from this clause).
- (g) For the avoidance of doubt, employee grievances are included in the matters to be dealt with in accordance with the dispute resolution procedure of the Agreement.

10. WAGES

- (a) Wages will be determined as follows:-

Column 1	Column 2	Column 3	Column 4
3%	3%	3%	3%

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- (b) The wage increases in subclause (a) hereof shall be payable as follows:-
 - (i) The amount shown in Column 1 shall be payable from the beginning of the first full pay period to commence on or after 1 July 2018.
 - (ii) The amount shown in Column 2 shall be payable from the beginning of the first full pay period to commence on or after 1 July 2019.
 - (iii) The amount shown in Column 3 shall be payable from the beginning of the first full pay period to commence on or after 1 July 2020.
 - (iv) The amount shown in Column 4 shall be payable from the beginning of the first full pay period to commence on or after 1 July 2021.
 - (c) The wage increases referred to in subclause (a) of this Clause shall be absorbed into any payment made to the Employee beyond the minimum rates contained within this Agreement.
 - (d) Any further wage increase shall be at the discretion of the Employer, unless the rate of pay falls below the Modern Award rate, in such circumstances the rate of pay shall default to the minimum rate prescribed in accordance with the relevant Modern Award rate.
 - (e) Rates of pay as increased by this Agreement are set out in Appendix 1.
 - (f) The loadings for casual employees as per Clause 15 of this Agreement shall be calculated and paid in accordance with Appendix 1 of the Agreement.

11. SUPERANNUATION

- (a) The subject of superannuation is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- (b) "The Fund" for the purpose of this Agreement shall mean:
 - (i) Health Employees Superannuation Trust of Australia ('HESTA') established and governed by a trust deed, as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto;
 - (ii) any other superannuation fund nominated by the employee and approved by the Employer;

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- (c) Upon commencement of employment, the organisation shall provide each worker with membership form for their preferred fund and shall forward the completed membership forms for the worker's choice of fund within 28 days. In the event that the employee had not completed an application form within 28 days, the Organisation shall forward contributions and employee details to HESTA ("Default fund"). The Default fund offers a MySuper product.
 - (d) In addition to the Organisation's statutory contributions to the Fund an employee may make additional contribution from their salary, and on receiving written authorisation from the employee the Organisation must commence making contributions to the Fund in accordance with the Superannuation Guarantee Charge Act 1992.
 - (e) Superannuation fund payments will be made in accordance with trust fund deeds.
 - (f) Where an Employee salary packages their wages in accordance with this Agreement, superannuation shall be paid on the pre-packaged wages.

12. HOURS

- (a) The hours for an ordinary week's work shall be 38, or be an average of 38 per week in a fortnight, or in a four week period or, by mutual agreement, in a five week period in the case of an employee working ten hour shifts and shall be worked either:
 - (i) in five days in shifts of not more than eight hours each; or
 - (ii) in a fortnight of 76 hours in 10 shifts of not more than eight hours each; or
 - (iii) in 152 hours per four week period to be worked as nineteen shifts each of eight hours
 - (iv) in four days in shifts of not more than ten hours each; or in fortnight of 76 hours in eight shifts of not more than ten hours each; or provided that the length of any ordinary shift shall not exceed ten hours.
- (b) With the exception of a meal interval and one additional break, if same is required by the employer the work of each shift shall be continuous.
- (c) For the purposes of this Clause the working week shall commence at midnight on a Sunday.
- (d) Where an employee has given or has been given notice he or she shall continue in his or her employment until the date of expiration of such notice and where an employee who has given or has been given notice as aforesaid refuses to work or is absent from work without just cause or excuse the employee shall not be entitled to payment for the said period of notice not worked.

(e) Daylight saving

- (i) If an employee works on a shift during the time changes because of the introduction of, or cessation to, daylight saving, that employee shall be paid for the actual hours worked at the ordinary time rate of pay (including any shift penalties or allowances ordinarily payable in respect of this shift).
- (ii) No overtime is payable for the additional hour worked because of daylight saving.

13. FULL-TIME EMPLOYMENT

A full-time employee is one who is employed and who is ready, willing and available to work a full week of 38 hours at the times and during the hours as may be mutually agreed upon or in the absence of such agreement as prescribed by the employer.

14. PART-TIME EMPLOYMENT

- (a) A part-time employee is one who is employed and who is ready, willing and available to work on a regular basis any number of hours up to but not exceeding an average 38 hours in any one week. Where the Employee is employed on a part-time basis he or she shall be paid the ordinary appropriate hourly rate prescribed for the classification in which they are employed.
- (b) The provisions of this Agreement in respect to annual leave, personal leave and holidays shall apply on a pro rata basis to part-time employees.
- (c) The minimum daily engagement for a part-time employee shall be two hours.
- (d) Before commencing employment, the employer and employee will agree in writing on:
 - (i) the span of hours that the employee may be rostered within a fortnight. This span of hours shall include which shifts the employee may be rostered to work; and
 - (ii) the agreed minimum number of contracted hours to be worked per fortnight.
- (e) Notwithstanding the overtime provisions prescribed at Clause 20 of the Agreement, a part time employee may agree to work in excess of their rostered ordinary hours at the ordinary time rate of pay, provided that all time worked by a part-time employee which exceeds 8 hours or 10 hours if rostered, per day, will be paid at the rate of time and a half for the first two hours and double time thereafter, except on Sundays when overtime will be paid for at the rate of double time, and on public holidays at the rate of double time and a half.

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- (f) No part-time employee shall be directed to work in excess of their rostered ordinary hours.
 - (g) At the request of an employee, the hours worked by the employee will be reviewed annually. Where the employee is regularly working more than their specified contract hours then such contract hours shall be adjusted by the employer, to reflect the hours regularly worked. The hours worked in the following circumstances will not be incorporated in the adjustment.
 - (i) if the increase in hours is as a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; and
 - (ii) if the increase in hours is due to a temporary increase in hours only.
 - (h) Any adjusted contracted hours resulting from a review identified in sub-clause (g) of this clause should, however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.

15. CASUAL EMPLOYMENT

- (a) A casual employee is one who is engaged in relieving work or work of a casual nature and whose engagement is terminable by an employer in accordance with the employer's requirements, without the requirement of prior notice by either party.
- (b) A casual employee shall be paid for all work done on week days an amount equal to one thirty-eighth of the weekly wage appropriate to the employee's classification per hour plus 25 per cent and for all work done on Saturdays, Sundays and public holidays an amount equal to one thirty-eighth of the weekly wage appropriate to the employee's classification per hour plus 75 per cent.
- (c) A casual employee shall be entitled to receive the appropriate uniform and other allowances contained in this agreement.
- (d) The provisions of Clauses: Termination of employment, Overtime, Annual leave and Personal/ Carers leave (excluding unpaid carers leave) shall not apply to a casual employee.
- (e) The minimum daily engagement for a casual employee shall be three hours.
- (f) Casual Employment - Caring responsibilities
 - (i) Subject to the evidentiary and notice requirements in this clause, casual employees are entitled to not be available to attend work, or to leave work:
 - (1) if they need to care or support members of their immediate family or household who have a personal illness or injury and require

care or support, or who require care or support due to an unexpected emergency, or the birth of a child; or

(2) upon the death of an immediate family or household member.

(ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of nonattendance.

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

(g) Casual Conversion

(i) A casual employee who has been rostered on a regular and systematic basis over a period of 6 months has the right to request conversion to permanent employment:

(1) on a full time contract where the employee has worked on a full time basis throughout the period of casual employment; or

(2) on a permanent part time contract where the employee has worked on a permanent part time basis throughout the period of casual employment. Such contract would be on the basis of the same number of hours as previously worked, unless other arrangements are agreed between the employer and the employee.

(ii) The employer may consent to or refuse the request, but shall not unreasonably withhold agreement to such a request.

(iii) Casual conversions will not apply where a casual covered absences of permanent staff that are expected to return to work.

16. ROSTER OF HOURS

(a) The ordinary hours of work for each employee will be displayed on a fortnightly roster in a place conveniently accessible to employees. The roster will be posted where practicable at least two weeks before the commencement of the roster period.

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- (b) Except as in emergency situations seven days' notice shall be given of a change in roster.
 - (c) Where an employer requires an employee, without seven days' notice and outside the expected circumstances prescribed in (b) above, to perform ordinary duty at other times than those previously rostered, the employee shall be paid in accordance with the hours worked, with the addition of a daily allowance equal to 2.5 per cent of the relevant weekly "base rate" as defined herein at Clause 7(e).
 - (d) Provided that a part-time employee who agrees to work shift(s) in addition to those already rostered will not be entitled to the above specified allowance for the additional shift(s) worked.
 - (e) An employee, by making a request in writing to the employer, may have their roster fixed by the provisions of (d), in lieu of (a) to (d).
 - (f) Rosters shall be fixed by mutual agreement, subject to the provisions of this agreement.
 - (g) An employee may reject the request referred to in (e) at any time, by giving written notice to the employer. In such a case the roster for the employee shall be fixed according to the provisions of (a) to (d), from the commencement of the next full roster period being not less than five clear days after such rejection is received in writing by the employer.
 - (h) The roster or rosters shall be drawn up so as to provide at least eight hours between successive ordinary shifts.
 - (i) Notwithstanding any other provision of this agreement, this Clause shall not apply to casual employees.
 - (j) In the event of any dispute arising as to whether a roster arrangement has been adopted in accordance with the meaning and intent of (e), (f) and (g) above, it shall be referred to FWC for resolution.

17. SHIFT WORK

- (a) In addition to any other rates prescribed elsewhere in this agreement an employee whose rostered hours of ordinary duty finish between 6.00 p.m. and 8.00 a.m. or commence between 6.00 p.m. and 6.30 a.m. shall be paid a shift allowance as set out at Appendix 1, per rostered period of duty.
- (b) Provided that in the case of an employee working on any rostered hours of ordinary duty finishing on the day after commencing duty or commencing after midnight and before 5.00 a.m. they shall be paid for any such periods of duty a night shift allowance as set out at Appendix 1 per rostered period of duty and provided further that in the case of an employee permanently working on any such rostered hours of ordinary duty shall be paid for any such period of duty a

permanent night shift allowance as set out at Appendix 1 per rostered period of duty. Permanently working shall mean working for any period in excess of four consecutive weeks.

18. SATURDAY AND SUNDAY WORK

- (a) All rostered time of ordinary duty performed between midnight on Friday and midnight on Sunday shall be paid for at the rate of time and a half.
- (b) Provided that the following rate of payment shall be made where the Saturday or Sunday duty involves:
 - (i) Work in excess of the prescribed rostered hours - double time for the excess period;
 - (ii) Work performed by a worker of broken shifts outside a spread of nine hours from the time of commencing work - time and three-quarters, and outside a spread of twelve hours from the time of commencing work - double time.

19. MEAL BREAKS

- (a) Where practicable, employees shall not be required to work more than 6 hours without a meal break. Provided that where practicable an employee engaged to work for 6 hours or less in any one shift may with prior approval from the employer not to take a meal break as otherwise provided for by this subclause without penalty to the employer. The term 'where practicable' encompasses regard being paid to the service requirements of the employer.
- (b) If an employee is unable to take their meal break and has raised the issue with their immediate manager, due to not being relieved of their responsibility for that period of a meal break, the mealtime is to be paid at the employee's ordinary rate of pay in accordance with this Agreement.
- (c) Employees shall be entitled to one paid ten minute rest interval per four hours worked

20. OVERTIME

- (a) An employer may require any employee to work reasonable overtime at the appropriate overtime rate. When overtime work is necessary it shall wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive shifts.
- (b) Only authorised overtime shall be paid for and the following rates of overtime shall apply:
 - (i) In excess of the number of ordinary full time hours on any shift, eight or ten hours in a day as the case may be in accordance with customary

shift lengths for a full time employee, 38 hours in a week, 76 hours in a fortnight or 152 hours per four week period - time and a half for the first two hours and double time thereafter.

- (ii) As overtime outside a spread of twelve hours from the commencement of the last previous rostered period of duty provided that the overtime is not continuous with the next succeeding period of duty - double time.
 - (iii) Outside a spread of nine hours from the time of commencing work by an employee rostered to work broken shifts - time and one half and outside a spread of twelve hours from the time of commencing work - double time.
- (c) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.
- (i) Overtime taken as time off during ordinary time hours shall be taken at the penalty time rate.
 - (ii) An employer shall provide payment at the appropriate overtime rate as specified in (b)(i) to (b)(iii) where time off in lieu has not been taken within four weeks of accrual or on termination of employment.
 - (iii) For the purposes of this Clause, in accruing or calculating payment of overtime, each period of overtime shall stand alone.
 - (iv) Wherever possible, time off in lieu should be taken in the pay period it has accrued, however the employee may elect, subject to the approval of the employer, to carry forward the time accrued, up to a maximum of 15.2 hours.
 - (v) Time off in lieu in excess of 15.2 hours is to be paid out.
- (d) Rest period after overtime
- (i) An employee other than a casual employee who works so much overtime between the termination of his or her last previous rostered ordinary hours of duty and the commencement of his or her next succeeding rostered period of duty that he or she would not have at least ten consecutive hours off duty between those times, shall be released after completion of such overtime worked until he or she has had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
 - (ii) If on the instructions of the employer such an employee resumes or continues work without having had such ten consecutive hours off duty the employee shall be paid at the rate of double time until he or she is released from duty for such rest period and the employee shall then be entitled to be absent until he or she has had ten consecutive hours off

duty without loss of pay for rostered ordinary hours occurring during such absence.

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

21. PARENTAL LEAVE

- (a) Employees are entitled to parental leave in accordance with the provisions of the *Fair Work Act 2009*, as amended from time to time.

- (b) Where a permanent Employee has twelve months of continuous service with Wyndham Clinic and is eligible for parental leave in accordance with subclause (a) such employee shall be entitled to the following paid parental leave:

- (i) Paid Maternity Leave - an eligible employee is entitled to 10 weeks paid maternity leave at ordinary pay from the date the maternity leave commences.

Maternity leave may commence up to six weeks prior to the expected date of birth.

- (ii) Paid leave in accordance with subclause (b)(i) above may be paid at half the rate of pay for double the period provided above.

- (iii) A permanent employee, whose spouse or de facto spouse (including same sex couples) is giving birth or adopting a child, is entitled to payment of one week's salary upon commencement of paternity leave.

- (iv) The amount of paid leave provided in this Agreement shall not be reduced in terms of its monetary value by the current 18 weeks' paid parental leave prescribed under the Paid Parental Leave Act 2010. For the avoidance of doubt the value of the paid parental leave provided under this Agreement will be in addition to the value of the 18 weeks paid parental leave paid at the Federal minimum wage

- (c) In accordance with the provisions of s.73 of the *Fair Work Act 2009*, a female employee shall be entitled to work during the 6 week period before the estimated date of birth of the child, provided that if requested by the Employer, the employee shall provide a statement from her medical practitioner to the effect that continuing employment until the date of birth is not a risk to the employee or the unborn child

In addition, the employee may take all accrued annual leave prior to a return to work from maternity and adoption leave and paternity leave

(d) Right to request

- (i) An employee entitled to parental leave pursuant to the provisions of this agreement may request the employer to allow the employee to extend the 52 weeks of unpaid parental leave by a further continuous period of leave not exceeding 12 months to assist the employee in reconciling work and parental responsibilities.
- (ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect of the workplace or the employer's business. Such grounds might include but are not limited to:

- (1) that the new working arrangements requested by the employee would be too costly for the employer;
- (2) that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested by the employee;
- (3) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements requested by the employee;
- (4) that the new working arrangements requested by the employee would be likely to result in a significant loss in efficiency or productivity;
- (5) that the new working arrangements requested by the employee would be likely to have a significant negative impact on customer service.

- (iii) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under (i) and (ii) must be recorded in writing

- (iv) Request to return to work part-time

Where an employee wishes to make a request under (d), such a request must be made as soon as possible but no less than seven weeks prior to

the date upon which the employee is due to return to work from parental leave.

22. ANNUAL LEAVE

(a) Employee's entitlement to leave

- (i) Employees shall be entitled to 4 weeks annual leave in respect of any 12 months service.
- (ii) Such annual leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.

(b) Employee taken to not be on paid annual leave at certain times

- (i) If the period during which an employee takes paid annual leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid annual leave on that public holiday.
- (ii) Where other periods of leave occurs (other than unpaid parental leave), or a period of absence from employment for community service leave, the employee is taken not to be on paid annual leave for the period of that other leave or absence.

(c) Effect of termination on annual leave

- (i) An employee who leaves or is dismissed before completing a full qualifying twelve-month period shall, in lieu of annual leave, receive a pro rata payment based on the amount payable for the leave prescribed herein for a full twelve months continuous service, and the period actually served, and shall include leave loading.
- (ii) The leave loading payable on termination shall be a loading equal to 17-1/2% of his or her wage pursuant to Appendix 1 for his or her normal weekly number of hours calculated at the ordinary time rate of pay.

(d) Payment for leave

Employees shall receive their ordinary pay during all periods of annual leave. Employees may request that before going on leave, such leave be paid in advance, otherwise the leave will be paid in the normal pay fortnights for the period of such leave. Provided that ordinary pay for the purposes of this Clause shall mean remuneration for the employee's weekly number of hours calculated at the ordinary time rate of pay and in addition shall include:

- (i) either

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- (1) over agreement payments for ordinary hours of work;
 - (2) shift work premiums, according to roster or projected roster;
 - (3) Saturday and Sunday premiums, according to roster or projected roster;
 - (4) in-charge allowances; or
- (ii) a loading equal to 17-1/2% of his or her wage pursuant to Appendix 1 for his or her normal weekly number of hours calculated at the ordinary time rate of pay - whichever is the higher.

(e) Seven day shift workers

For the purposes of the additional weeks' annual leave provided by the NES for shiftworkers, the following shall apply:

A shift worker who during the year in which his or her annual leave accrues is rostered to work for four hours or more on 10 or more weekends in that year, shall be entitled to one week's (seven consecutive days) annual leave in addition to the leave prescribed in (a).

(f) Time of taking leave

- (i) Two weeks' notice of the date from which an employee shall commence his or her annual leave shall be given unless otherwise mutually agreed upon between the parties concerned.
- (ii) An Employee may apply to take accrued annual leave with two weeks notice and the Employer subject to operational requirements may approve the taking of such leave.
- (iii) Paid annual leave may be taken for a period agreed between an Employee and the Employer, provided that the Employee complies with the Employer's notification and approval requirements. The Employer will not unreasonably refuse to agree to a request by the Employee to take paid annual leave. Notwithstanding the provisions of this subclause, the Employer may direct an employee to take a period of annual leave in accordance with subclause 22(i).
- (iv) Where an employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for shiftworkers (as defined at clause 22(e)) such employee has an excessive leave accrual (**Excess Leave**).

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- (1) In the circumstances of Excess Leave, the Employer may direct the employee to take a period of annual leave (**Direction**) by giving not less than 8 weeks and not more than 12 months' notice to the employee (**Notice**), subject to the following:
- (i) the Employee will first be given a reasonable opportunity to submit a plan to reduce their total annual leave accrued balance to not more than six weeks within a period of six months (**leave reduction plan**);
 - (ii) the Employer will not unreasonably refuse to agree to an Employee's annual leave reduction plan which includes saving leave for an extended vacation within 12 months of the date of agreement to the leave reduction plan. The agreement is to be in writing and signed by both the Employer and Employee.
 - (iii) the Direction cannot result in the Employee being directed to reduce the accrued leave to less than six weeks.
- (g) On application by the employee and by agreement with the employer, annual leave may be taken as a single day. Provided that the total number of days taken does not exceed four in each year of employment, unless otherwise agreed to between employer and employee. Those four days may be taken consecutively. Annual leave taken under this subclause shall be exempt from the provisions of (d)(i) and shall be paid in the pay period.
- (h) Pay in lieu of an amount of annual leave
- (i) Upon receipt of a written request by an Employee, the Employer may authorise the Employee to receive pay in lieu of an amount of annual leave.
 - (1) Paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
 - (2) Where an Employee forgoes an entitlement to take an amount of annual leave, the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.
 - (3) Where an Employee forgoes an entitlement to take an amount of annual leave, the Employer will give the Employee the amount of pay that the Employee is entitled to receive in lieu of the amount of annual leave, plus leave loading that would otherwise have been payable within two weeks of the request being made.

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- (4) Superannuation guarantee contributions will be paid in relation to the amount of annual leave and annual leave loading for which payment is received in lieu

- (i) Periods of low occupancy or Christmas close down periods

Where the Employer temporarily closes a section, ward, unit, theatre of a Clinic due to periods of low occupancy, the Employer shall discuss this matter with affected employees. Where by reasonable direction from the Employer the affected employees shall be afforded work in an alternate area of the Clinic. In the circumstances where alternative work is not available:

- (i) the employee may be requested to take paid annual leave during part or all of this period; or
- (ii) the employee may take leave without pay to a maximum of five single days per year. Such leave shall be by mutual agreement. In the event of any dispute arising out of this sub-clause, it shall be dealt with in accordance with the disputes resolution procedure.

23. PUBLIC HOLIDAYS

- (a) An Employee shall be entitled to paid time off (or penalty payments for time worked) in respect of public holidays in accordance with this clause.
- (b) Subject to (c), the public holidays to which this clause applies are the days determined under Victorian law as public holidays in respect of the following occasions:
 - (i) New Year's Day, Australia Day, Christmas Day and Boxing Day; and
 - (ii) Good Friday, the Saturday immediately before Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday and Labour Day; and
 - (iii) Melbourne Cup Day, or in lieu of Melbourne Cup Day, some other day as determined under Victorian law for a particular locality; and
 - (iv) any additional public holiday declared or prescribed in Victoria or a locality in respect of occasions other than those set out in (b)(i).
 - (v) If a day or days are not determined in respect of any of the occasions (b)(i), (ii) or (iii) under Victorian law in any year, the public holiday for that occasion will be the day or date upon which the public holiday was observed in the previous year.
- (c) Applicability of penalty payments for some public holidays falling on a weekend

When Christmas Day, Australia Day, Boxing Day, or New Year's Day (Actual Day) is a Saturday or a Sunday, and a substitute or additional holiday is determined under Victorian law on another day in respect of any of those occasions (Other Day):

- (i) Weekend Workers and casual Employees shall receive penalty payments pursuant to clause (e) for time worked on the Actual Day or on the Other Day if the employee does not work ordinary hours on the Actual Day; and
- (ii) all other Employees will receive penalty payments pursuant to clause (e) for time worked on the Other Day.

(d) Substitution of one public holiday for another

An Employer, with the agreement of employees, may substitute another day for any prescribed in this clause other than Christmas Day, Boxing Day, New Year's Day and Australia Day:

- (i) An Employer and its Employees may agree to substitute another day for any prescribed in this clause (other than Christmas Day, Boxing Day, New Year's Day and Australia Day). For this purpose, the consent of the majority of affected Employees shall constitute agreement.
- (ii) An agreement pursuant to paragraph (i) shall be recorded in writing and be available to every affected Employee.

(e) Penalty Payments in respect of public holidays

- (i) An Employee, other than a casual, who performs work (including overtime work) on a public holiday (or where Christmas Day, Boxing Day, New Year's Day or Australia Day fall on a weekend, the day to which penalty rates apply pursuant to clause (c)) shall be entitled to be paid;
 - (1) 250% (based on 1/38th of the weekly salary set out in Appendix 1) for the time worked on a public holiday.
- (ii) A casual Employee who performs work on a public holiday (or where Christmas Day, Boxing Day, New Year's Day or Australia Day fall on a weekend, the day to which penalty rates apply pursuant to clause (c)) shall be entitled to be paid inclusive of the casual loading;
 - 175% (based on 1/38th of the weekly salary set out in Appendix 1) for time worked on a public holiday.

(f) Public holidays occurring on rostered days off

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- (i) Subject to (f)(ii) and (iii) , a full-time Employee shall receive a sum equal to a day's ordinary pay for public holidays that occur on their rostered day off.
 - (ii) Subject to clause (f)(iii), if a public holiday falls on Saturday or Sunday then (f)(i) will only apply to Weekend Workers.
 - (iii) Where on each occasion that Christmas Day, Boxing Day, New Year's Day or Australia Day falls on a weekend, and under Victorian law an additional day or substitute day (Other Day) applies as a public holiday in respect of that occasion, and:
 - (1) the Employee is rostered off for both the actual day and the Other Day, then only one day's payment will be made under (f)(i); or
 - (2) the Employee works only on one of either the actual day or the Other Day, and receives penalty rates for the day worked, the Employee will not receive a payment under (f)(i) in respect of the day not worked.
 - (g) Part-time employees

A part-time employee who is ordinarily not required to work on the day of the week on which a particular holiday is observed shall not be entitled to any benefit for any such public holiday unless he/she is required to work on the public holiday, notwithstanding the following:

- (i) In determining whether a part-time employee who works a variable roster is entitled to receive public holiday penalty rates for a particular public holiday not worked, the Employer will determine this by reviewing the roster pattern of the individual over the preceding six months. If the rosters show that the employee has worked 50% or more of the days on which a particular public holiday falls, the employee shall be entitled to receive the 'rostered off' benefit for that public holiday.
 - (ii) For the purposes of this clause the 'rostered off' benefit shall be calculated by adding together the hours worked by the employee on the particular day of the week on which the public holiday falls over the immediately preceding six months and averaging those hours in respect of those days worked by the employee.
- (h) For the purpose of this clause only, a Weekend Worker is an employee who works ordinary hours on a Saturday or Sunday.

24. PERSONAL/CARERS LEAVE

The provisions of this clause apply to full-time and part-time employees (on a pro rata basis) but do not apply to casual employees, excepting unpaid carers leave.

(a) Definitions

The term **immediate family** is as defined in Clause 7 – Definitions of this Agreement.

(b) Access to paid personal leave

(i) Paid personal leave is available to an employee, when they are absent:

- due to personal illness or injury; or
- for the purposes of providing care or support for an immediate family or household member who is ill or injured or who requires care or support due to an unexpected emergency.

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

(c) Amount of paid personal leave

(i) An employee is entitled to the following amount of paid personal leave:

- (1) up to 7 hours and 36 minutes, for each month of service in the first year of service, or 10 days in the first year of service, whichever is the greater;
- (2) up to 106 hours and 24 minutes, in each year in the second, third and fourth years of service;
- (3) up to 159 hours and 36 minutes, in the fifth and following years of service.

(ii) In respect of part-time employees, the entitlement shall be on a pro rata basis of time worked.

(d) Accrual of Personal Leave

(i) In accordance with the NES, such untaken leave accumulates from year to year.

(e) Personal leave for personal injury or sickness

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

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- (ii) In the event of an employee becoming unfit for duty due to personal injury or sickness and such personal injury or sickness is not due to misconduct (a certificate of a legally qualified health practitioner or a Statutory Declaration signed by the employee shall be satisfactory evidence of personal injury or sickness), the employee shall be entitled to personal leave for personal injury or sickness on full pay.
 - (iii) An employee must notify the employer two hours before the time rostered to commence duty on the day of such absence, or in exceptional circumstances, as soon as is reasonably practicable. Provided that employees rostered for duty prior to 11.00am on the day of such absence shall not be required to give such notice before 7.00am.
 - (iv) Claims for sick leave shall be supported by a certificate from a registered health practitioner. A Statutory Declaration signed by the employee, he/she shall be entitled to sick leave on full pay for one occasion per year. Provided that any employee may be absent through sickness for one day without furnishing evidence of such sickness on not more than three occasions in any one year of service.
 - (v) No employer shall terminate the service of an employee during the currency of any period of personal leave with the object of avoiding his or her obligations under this subclause.
 - (vi) Provided that in respect of any period of absence from employment between engagement with one employer and another re-engagement with the same employer, continuity of employment shall be deemed to be unbroken provided such period of absence does not exceed five weeks in addition to the total period of annual leave, long service leave and or personal leave which the employee actually receives on termination or for which he or she is paid in lieu.
 - (vii) Provided further that where any employee for the sole purpose of undertaking a course of study related to his or her employment is, with the written approval of his or her employer, absent without pay for up to but not exceeding 52 weeks, such absences shall not be deemed to have broken continuity of service but shall not be counted in aggregating service for the purpose of establishing entitlement to personal leave portability.
 - (viii) Employees who are absent on personal leave for personal injury or sickness either side of a public holiday shall be required to provide a medical certificate from a registered health practitioner, Statutory Declaration or other evidence satisfactory to the employer within ten working days after their return to work.

(f) Carers Leave

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- (i) Employees shall be entitled to use, in accordance with this subclause, any paid personal leave entitlement where required to provide care or support to a member of their immediate family, or a member of their household, who requires care or support because of a personal illness, or personal injury, affecting the member; or an unexpected emergency affecting the member.
 - (ii) Employees (including casuals) are also entitled to a period of up to two days unpaid carer's leave for each occasion. The Employer may require production of a medical certificate or statutory declaration establishing the need for the Employee to care for them during that time and the estimated length of absence. An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carers' leave.

(g) Carers' leave for Pre-natal or parenting classes

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

25. COMPASSIONATE LEAVE

- (a) An employee is entitled to 2 days of compassionate leave for each occasion (a *permissible occasion*) when a member of the employee's immediate family, or a member of the employee's household:
 - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies.
- (b) An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
 - (i) to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in subclause (a); or
 - (ii) after the death of the member of the employee's immediate family or household referred to in subclause (a).

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- (c) An employee may take compassionate leave for a particular permissible occasion as a single continuous 2 day period; or 2 separate periods of 1 day each; or any separate periods to which the employee and the employer agree.
 - (d) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
 - (e) If, in accordance with this Clause, an employee, other than a casual employee, takes a period of compassionate leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period. For casual employees, compassionate leave is unpaid leave.
 - (f) The employee, if required by the employer, shall supply relevant evidence of the requirement for such leave. Such evidence may include a requirement to supply a medical certificate.
 - (g) Unpaid bereavement leave

An employee is entitled to use unpaid leave up to four days annually when a member of the employee's immediate family or household in Australia dies/is seriously ill or, outside Australia, dies, if the employee has already used the entitlement under (a). An employee may take additional unpaid bereavement leave by agreement with the employer.

26. LONG SERVICE LEAVE

- (a) Entitlement
 - (i) Employees shall be entitled to long service leave as hereinafter provided.
 - (ii) An employee shall be entitled to long service leave with pay, in respect of continuous service with the Employer in accordance with the provisions of this Clause.
 - (iii) An employee shall have the following entitlement to long service leave:
 - (1) On the completion by the employee of fifteen years continuous service - six months long service leave and thereafter an additional two months long service leave on the completion of each additional five years' service.
 - (2) In addition, in the case of an employee who has completed more than fifteen years' service and whose employment is terminated otherwise than by the death of the employee, an amount of long service leave equal to 1/30th of the period of their service since

the last accrual of entitlement to long service leave under (a)(iii)(1)

- (3) In the case of an employee who has completed at least ten years' service, but less than fifteen years' service and whose employment is terminated for any cause, such amount of long service leave as equals 1/30th the period of service.

(b) Service entitling to leave

- (i) Subject to this subclause service shall also include all periods during which an employee was serving in Her Majesty's Forces or was made available by the employer for National Duty.
- (ii) Where a business is transferred from one employer (the old employer) to another employer (the new employer) an employee who worked with the old employer and who continues in the service of the new employer shall be entitled to count her/his service with the old employer as service with the new employer for the purposes of this clause.
- (iii) For the purposes of this Clause service shall be deemed to be continuous notwithstanding:
- (1) the taking of any annual leave or long service leave; or other paid leave approved in writing by the employer and not covered by subclause (b)(iii)(2) to (b)(iii)(4).
- (2) any absence from work of not more than fourteen days in any one year on account of illness or injury or if applicable such longer period as provided in the Personal Leave clause of this Agreement;
- (3) 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;
- (4) any absence on account of injury arising out of or in the course of the employment of the employee for a period during which payment is made under the Accident pay clause of this Agreement.
- (5) any leave of absence of the employee where the absence is authorised in advance in writing by the employer to be counted as service;
- (6) any interruption arising directly or indirectly from an industrial dispute;

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- (7) the dismissal of an employee, but only if the employee is re-employed within a period not exceeding two months after the dismissal;
 - (8) any absence from work of an employee from work for a period not exceeding twelve months or longer as agreed under the parental leave clause of this Agreement in respect of any pregnancy or adoption;
 - (9) 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 (b)(iii)(4) of this subclause.
- (iv) In calculating the period of continuous service of any employee, any interruption or absence of a kind mentioned in (b)(iii)(1) to (b)(iii)(5) shall be counted as part of the period of their service, but any interruption or absence of a kind mentioned in (b)(iii)(6) to (b)(iii)(9) shall not be counted as part of the period of service unless it is so authorised in writing by the employer.
 - (v) 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.
- (c) Payment in lieu of long service leave on the death of an employee
- Where an employee who has completed at least ten years' service dies while still in the employment of the employer, the employer shall pay to such employee's personal representative a sum equal to the pay of such employee for 1/30th of the period of the employee's continuous service in respect of which leave has not been allowed or payment made immediately prior to the death of the employee.
- (d) Payment for period of leave
- (i) Payment to an employee in respect of long service leave shall be made in one of the following ways:
 - (1) in full in advance when the employee commences his or her leave; or
 - (2) at the same time as payment would have been made if the employee had remained on duty; in which case payment shall, if the employee in writing so requires, be made by cheque posted to a specified address; or

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- (3) in any other way agreed between the employer and the employee.
 - (ii) 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 (a)(iii)(2) hereof the employee shall subject to the provisions of (d)(iii) be entitled to pay in respect of such leave as at the date of termination of employment.
 - (iii) Where any long service leave accrues to an employee pursuant (a)(i) hereof the employee shall be entitled to pay in respect of such leave as at the date of termination of employment.
 - (iv) 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.
- (e) Taking of leave
- (i) 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.
 - (ii) Any long service leave shall be inclusive of any public holiday or accrued day off occurring during the period when leave is taken.
 - (iii) If the employer and an employee so agree:
 - (1) the first six months long service leave to which an employee becomes entitled under this Agreement may be taken in two or three separate periods; and
 - (2) any subsequent period of long service leave to which the employee becomes entitled may be taken in two separate periods, but save as aforesaid long service leave shall be taken in one period.
- (f) Leave allowed before due date
- (i) An employer may by agreement with an employee grant long service leave to the employee before the entitlement to that leave has accrued, provided that such leave shall not be granted before the employee has completed ten years' service.
- (g) Definitions
- (i) For the purposes of this Clause the following definitions apply:
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“Pay” means remuneration for an employee’s normal weekly hours of work calculated at the employee’s ordinary time rate of pay provided in Appendix 1 hereof 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..

“Month” shall mean a calendar month.

- (h) Requests for alterations to payment and quantum of leave
- (i) At the request in writing of the employee, and then by agreement of the Employer, Long Service Leave entitlements may be taken as double the quantum of leave at half pay or half the quantum of leave at double pay.
 - (ii) Where the employee is considering making such a request, the employer recommends that the employee seek independent financial advice as to the relevant taxation implications, if any, prior to making such a request.
 - (iii) The Employer will provide to the employee in writing an indication of the payment and the tax payable as a result of the employee choosing either double the leave at half pay, or double the pay for half the leave option prior to the request by the employee being finalised.

27. STUDY/ EXAMINATION LEAVE

- (a) Full time employees shall be entitled to two days paid Study and Examination Leave per annum for the purposes of attending courses and/or undertaking or preparing for examinations in a relevant course of study conducted by a recognised institution. Part time employees who work more than four shifts a fortnight shall be entitled to Study and Examination Leave in accordance with this clause on a pro rata basis. Leave entitlements pursuant to this clause shall not accumulate from year to year.
- (b) Entitlement to Study and Examination Leave shall be granted for studies which are relevant to employment at the Clinic. Where the Clinic determines a special need exists for training of a particular kind it may gear the study and examination leave of employees to that end pursuant to this clause.
- (c) Entitlement to Study and Examination Leave shall be taken at a time that is mutually agreed between the employer and the employee. The employer shall not unreasonably withhold approval for such leave. The leave may be taken by agreement.

28. TERMINATION OF EMPLOYMENT

(a) Notice of termination by the employer

- (i) In order to terminate the employment of an employee the employer shall give to the employee the following notice:

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years	4 weeks

- (ii) In addition to the notice in (a)(i) above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- (iii) Payment in lieu of the notice prescribed in (a)(i) and/or (a)(ii) hereof shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice, and part payment in lieu of notice.
- (iv) The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:
- (1) the employee's ordinary hours of work (even if not standard hours); and
 - (2) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
 - (3) any other amounts payable under the employee's contract of employment
- (v) The period of notice in this clause does not apply:
- (1) in the case of dismissal for serious misconduct;

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- (2) to employees engaged for a specific period of time or for a specific task or tasks;
 - (3) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
 - (4) to casual employees.
- (vi) Continuity of service shall be calculated in the manner prescribed under this Agreement
- (b) Notice of termination by employee
- (i) The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned.
 - (ii) Subject to financial obligations imposed on the employer by an Act, if an employee fails to give notice the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice in accordance with s324(1)(b) of the Fair Work Act.
- (c) Job search entitlement
- Where an employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

29. JURY SERVICE

- (a) An employee other than a casual employee, required to attend for jury service during his or her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount of remuneration paid by the Court in respect of his or her attendance for such jury service and the amount that he or she could reasonably expect to have received from the Employer as earnings for that period had he or she not been on jury service.
- (b) An employee shall notify his or her employer as soon as possible of the date upon which he or she is required to attend for jury service. Further the employee shall give his or her employer proof of his or her attendance at the court, the duration of such attendance and the amount received in respect of such jury service.

30. HIGHER DUTIES

- (a) An employee engaged in any duties carrying a higher rate than the classification in which they are ordinarily employed in any one day or shift shall be paid at the higher rate for:
 - (i) the time so worked for two hours or less; or
 - (ii) the full day or shift where the time so worked exceeds two hours.

31. SALARY SACRIFICE PROCEDURE (SUPERANNUATION ONLY)

- (a) Permanent employees may be able to make voluntary pre-tax contributions or payments through a written salary sacrifice agreement between the employer and the employee. The employer will pay the salary sacrifice amount in accordance with the salary sacrifice agreement.
- (b) An employee may apply to have their ordinary time earnings reduced by an amount nominated by them as a salary sacrifice contribution for their benefit.
- (c) The total value of the reduced salary and the agreed value of the benefits provided will not be less than the amount that would otherwise be paid if the salary sacrifice arrangement was not in place.
- (d) The Employer recognises the need for employees to consider independent financial and taxation advice and recommend that employees consider such advice prior to entering into salary sacrifice arrangements.
- (e) In the event that the law governing superannuation and/or taxation make the objective of this clause ineffective, unattainable or illegal, the employer will advise the employee concerned. The salary sacrifice contribution arrangement will be terminated or amended to comply with such laws.
- (f) Unless otherwise agreed by the employer, an employee may revoke or vary their salary sacrifice contribution/payment by giving not less than one month's written notice, provided the terms of any other agreement relating to the salary sacrifice benefit are met.

32. MEAL ALLOWANCES

- (a) An employee will be supplied with an adequate meal where an employer has adequate cooking and dining facilities or be paid a meal allowance of \$12.62 in addition to any overtime payment as follows:
 - (i) when required to work after the usual finishing hour of work beyond one hour or, in the case of shiftworkers, when the overtime work on any shift exceeds one hour.

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- (ii) Provided that where such overtime work exceeds four hours a further meal allowance of \$11.37 will be paid.
 - (b) Clause (a) will not apply when an employee could reasonably return home for a meal within the meal break.
 - (c) On request meal allowance will be paid on the same day as overtime is worked.

33. ON CALL/ RECALL

Health and Allied Employees:

- (a) All employees required to be “on call” or who return to duty when off duty shall be paid, in addition to any other amount payable, a sum asset out at Appendix 1 per period of twelve hours or part thereof.

Health Professional Employees:

- (b) An “on call” allowance asset out at Appendix 1 shall be paid to an employee in respect to any 24-hour period or part thereof during which the employee is on call during the period commencing from the time of finishing ordinary duty on Monday and the termination of ordinary duty on Friday.

The allowance in respect to any other 24-hour period or part thereof or any public holiday or part thereof shall be as set out at Appendix 1.

All Employees:

- (c) Any period of overtime involving a recall to duty during an off duty period and which is not continuous with the next succeeding rostered period of duty shall be paid at a minimum of three hours at the appropriate overtime rate.
- (d) When recall work is necessary it should be so arranged that employees have at least ten consecutive hours off duty between successive shifts.
- (e) An employee, other than a casual, who works so much recall between the termination of their previous rostered ordinary hours and the commencement of the next succeeding rostered period of duty, that they would not have at least ten consecutive hours off duty between those times, shall subject to this subclause, be released after completion of such recall worked until they have had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
- (f) If on the instructions of the employer, such an employee resumes or continues work without having had ten consecutive hours off duty they shall be paid at the rate of double time until they are released from duty for such rest period and they shall then be entitled to be absent until they have had ten consecutive

hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

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

34. TRAVELLING, TRANSPORT AND FARES

- (a) When an employee is involved in travelling on duty, if the employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the employer on production of receipted account(s) or other evidence acceptable to the employer.
- (b) Provided further that the employee shall not be entitled to reimbursement for those expenses which exceed the mode of transport, meals or the standard of accommodation agreed for the purpose with the employer.
- (c) An employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance of not less than \$0.78 per kilometre.

35. CLOTHING/UNIFORM

Where the employee is required to wear a uniform and such uniform is not provided by Wyndham Clinic as set out at (d) of this Clause, Wyndham Clinic shall authorise payments up to the following for the purchasing by employees of such uniforms:

- (a) The amount specified in Appendix 1 in the first year of service and the amount specified in Appendix 1 in the second and subsequent years of service for employees working on average 3 days or more per week.
- (b) The amount specified in Appendix 1 in the first year of service and the amount specified in Appendix 1 in the second and subsequent years of service for employees working, on average less than 3 days per week and all nurses employed in the operating theatre.
- (c) Personnel, who are designated to work in an area requiring specialist dress requirements e.g. Operating Suite, will be provided with a uniform in compliance with the needs of their position and the payments stated at subclause (i) and (ii) above are not payable.
- (d) Where Wyndham Clinic provides sufficient, suitable and serviceable uniforms, which shall be of a recognised acceptable standard for the performance of nursing duties, such uniforms shall be supplied free of cost to each employee

required to wear a uniform. An employee to whom a new uniform or part of a uniform has been issued who, without good reason, fails to return the corresponding article last supplied shall not be entitled to have such article replaced without payment therefore at a reasonable price subject to the requirements of Section 324 (1) (b) of the Fair Work Act 2009.

- (e) An employee, on leaving the service of an employer, shall return any uniform or part thereof supplied by that employer which is still in use immediately prior to leaving.

36. REDUNDANCY

- (a) Where the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on employees of the Employer, the Employer shall consult with affected employees in accordance with the consultation regarding change provision of this Agreement.

Transfer to lower paid duties

- (b) Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) the employee shall be entitled to the same period of notice of transfer as she/he would be entitled to if her/his employment had been terminated, and the Employer may at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks' notice still owing.

Severance pay

- (c) In addition to the period of notice prescribed for termination, an employee whose employment is terminated for reasons set out in paragraph (a) shall be paid the following amount of severance pay in respect of a period of continuous service.

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

8 years and less than 9 years
9 years and over

14 weeks' pay
16 weeks' pay

Definitions

- (d) "Week's pay" means the ordinary time rate of pay for the employee concerned.

Employee Leaving During Notice Period

- (e) An employee whose employment is terminated for reasons set out in paragraph (a) may terminate her/his employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had she/he remained with the employer until the expiry of such notice. Provided in such circumstances the employee shall not be entitled to payment in lieu of notice.

Alternative Employment

- (f) Subject to section 122 of the Fair Work Act, where the Employer offers the Employee suitable alternative employment no severance payment is payable. Acceptable alternative employment means employment in the same discipline, without loss of income, within reasonable proximity of the employee's home and without imposition of a qualifying or probationary period.

Time off Period of Notice

- (g) 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.
- (h) 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, produce proof of attendance at an interview or she/he shall not receive payment for the time absent.
- (i) For this purpose a statutory declaration will be sufficient.

Employees with Less Than One Year's Continuous Service

- (j) This clause does not apply to employees with less than one year's continuous service.

Employees Exempted

- (k) This clause shall not apply where employment has been terminated because the conduct of an employee justifies instant dismissal or in the case of casual employees, or employees engaged for a specific period of time or for a specified task or tasks.

37. DISCIPLINARY PROCEDURE

- (a) Where disciplinary action may be necessary, the management representative shall notify the Employee of the issues in writing and the Employee will be given an opportunity to respond to these issues. In the event that the Employee's response is unsatisfactory, a first warning in writing may be issued. This warning will be recorded on the Employee's personnel file.
- (b) If there are further performance or conduct issues, the Employee will again be notified in writing of the matter and a response requested from the Employee. If appropriate, a second warning in writing will be given to the Employee and recorded on the Employee's personnel file.
- (c) In the event that there are further performance or conduct issues, the Employee will again be notified in writing of the matter and a response requested. If appropriate, a final written warning will be issued to the Employee and recorded on the Employee's personnel file.
- (d) In the event of further performance or conduct issues, then the Employee may be terminated after the matters have been investigated and reasons sought from the Employee.
- (e) Notwithstanding the above process, for serious matters pertaining to conduct or performance the Employer may also issue a "final warning" in the first instance. A "final warning" shall be such that the employee is notified that in the event that there are further performance or conduct issues the employee may be terminated. Further, termination or summary dismissal of an Employee may still occur for acts of serious misconduct.
- (f) During all steps in the Disciplinary Procedure, the Employee has the right to representation of his or her choice, including their union. The Employer may be represented by the representative of their choice.
- (g) Records relating to disciplinary procedures will be disregarded where a continuous period of 12 months elapses without further warning/s. Records relating to disciplinary procedures will be removed from the personnel file after a period of two (2) years where no further warning/s arise.

38. ACCIDENT PAY

Where an entitlement to accident make-up pay arises under this part any reference to the *Workplace Injury Rehabilitation and Compensation Act 2013* shall be deemed to include a reference to the *Accident Compensation Act 1985*, as amended from time to time and any reference to the *Accident Compensation Act 1985* shall be deemed to include a reference to the *Workplace Injury Rehabilitation and Compensation Act 2013*, as amended from time to time.

(a) Definitions

The words hereunder shall bear the respective definitions set out herein.

(i) Accident pay

- (1) Total incapacity In the case of an employee who is or deemed to be totally incapacitated within the meaning of the *Workplace Injury Rehabilitation and Compensation Act 2013* (hereinafter referred to as the Act) and arising from an injury covered by this Clause means a weekly payment of an amount representing the difference between the total amount of compensation paid under the Act for the week in question and the total 38 hour weekly rate and weekly over Agreement payment for a day employee which would have been payable under this part for the employee's normal classification of work for the week in question if she/he had been performing her/his normal duties provided that such latter rate shall exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

(ii) Partial incapacity

In the case of an employee who is or deemed to be partially incapacitated within the meaning of the Act and arising from an injury covered by this Clause means a weekly payment of an amount representing the difference between the total amount of compensation paid under the 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 Workers Compensation Board or as agreed between the parties) and the total 38 hour weekly rate and weekly over-agreement payment for a day employee which would have been payable under this part for the employee's normal classification of work for the week in question if he had been performing his normal duties provided that such latter rate

shall exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

(1) The total 38 hour weekly agreement rate and weekly over-agreement payment abovementioned shall be the same as that applying for a total incapacity provided that where an employee receives a weekly payment under this section and subsequently such payment is reduced pursuant to the Act such reduction will not increase the liability of the employer to increase the amount of accident pay in respect of that injury.

(2) For the purposes of the calculation of the total 38 hour weekly agreement rate and weekly over-agreement payment in (a)(i) and (a)(ii) payments made to an employee arising from a production incentive earnings scheme (whether arising from a payment by results, task or bonus scheme or however titled) shall not be taken into account.

(iii) Payment for part of a week

Where an employee receives accident pay and such pay is payable for incapacity for part of the week the amount shall be direct pro rata.

(iv) Injury shall be given the same meaning and application as applying under the Act, as amended from time to time and no injury shall result in the application of accident pay unless an entitlement exists under the Act.

(v) Act means Workplace Injury Rehabilitation and Compensation Act 2013, as amended from time to time, of the State of Victoria.

(b) Qualification for payment

Always subject to the terms of this clause, an employee covered by this part shall upon receiving payment of compensation and continuing to receive such payment in respect of a weekly incapacity within the meaning of the Act be paid accident pay by her/his employer who is liable to pay compensation under the Act, which said liability by the employer for accident pay may be discharged by another person on his behalf, provided that:

(i) Accident pay shall only be payable to an employee whilst such employee remains in the employment of the employer by whom she/he was employed at the time of the incapacity and then only for such period as she/he receives a weekly payment under the Act. Provided that if an employee on partial incapacity cannot obtain suitable employment from hers/his employer but such alternative employment

is available with another employer than the relevant amount of accident pay shall be payable.

- (1) Provided further that in the case of the termination of employment by an employer of an employee who is incapacitated and who except for such termination would be entitled to accident pay, accident pay shall continue to apply subject to the provisions of this clause except in those cases where the termination is due to serious and/or wilful misconduct on the part of the employee.
 - (2) In order to qualify for the continuance of accident pay on termination an employee shall if required provide evidence to his/her employer of the continuing payment of weekly employees 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 (d) and to the maximum period of payment prescribed elsewhere herein, accident pay shall apply only to the period of incapacity after the first two weeks.
- (i) 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 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.
- (d) Accident pay shall not apply in respect of any injury during the first five normal working days of incapacity.
- (i) Provided however that in the case of a Registered Nurse or Mothercraft Nurse 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.
- (e) Maximum period of payment
- The maximum period or aggregate of periods of accident pay to be made by an employer shall be a total of 39 weeks for any one injury as defined in (a)(iv)
- (f) 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.

(g) Notice of injury

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

(h) Medical examination

(i) In order to receive entitlement to accident pay an employee shall conform to the requirements of the Act as to medical examination.

(ii) Where in accordance with the Act a medical referee gives a certificate as to the condition of the employee and her/his 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.

(i) 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.

(j) Civil damage claims

(i) An employee receiving or who has received accident pay shall advise her/his employer of any action she/he may institute or any claim she/he 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.

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

(iii) Where an employee obtains a judgement or settlement for damages against a person other than the employer in respect of an injury for which she/he 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 her/his employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

(k) Insurance against liability

Nothing in this part shall require an employer to insure against her/his liability for accident pay.

(l) 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.

(m) Death of an employee

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

(n) Commencement

This clause shall only apply in respect of incapacity arising from an injury occurring or recurring on or after August 1975.

39. FLEXIBILITY ARRANGEMENTS

(a) The Employer and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

(i) the agreement deals with 1 or more of the following matters:

- (1) arrangements about when work is performed;
- (2) overtime rates;
- (3) penalty rates;
- (4) allowances;
- (5) leave loading; and

(ii) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (i); and

(iii) The employer and the individual employee must have genuinely made the agreement without coercion or duress.

(b) The employer must ensure that the terms of the individual flexibility arrangement:

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- (i) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (ii) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.
- (c) The employer must ensure that the individual flexibility arrangement:
- (i) is in writing; and
 - (ii) includes the name of the employer and employee; and
 - (iii) is 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
 - (iv) includes details of:
 - (1) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (2) how the arrangement will vary the effect of the terms; and
 - (3) 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
 - (v) states the day on which the arrangement commences.
- (d) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) The employer or employee may terminate the individual flexibility arrangement:
- (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) if the employer and employee agree in writing — at any time.

40. PROFESSIONAL DEVELOPMENT/ CONFERENCE LEAVE (HEALTH PROFESSIONALS)

- (a) The Organisation shall ensure that operating budgets make reasonable provision for the ongoing professional development of health professional staff. The Organisation will encourage all staff to attend relevant seminars and conferences on a regular basis. Costs will either be shared or paid for in total by the organisation when appropriate.
- (b) The Organisation further agrees that full-time and part-time (four shifts or more per fortnight) health professional staff will be entitled to 3 days professional development/conference leave per year. This leave is in addition to other leave

entitlements in the Agreement. To access the benefits of this provision it is the responsibility of the employee to make an application for this leave. This leave is to be taken within each calendar year and is not cumulative. This leave will apply pro-rata to part time employees.

- (c) An application for this leave, nominating the preferred date(s) will be made in writing providing a brief description of the nature of the professional development activity to be undertaken. The application may be for research, attendance at seminars and conferences.
- (d) This application shall be made at least six weeks' prior to the requested date(s) and shall be approved by the CEO. The application shall not be unreasonably refused.

41. PURCHASED LEAVE (48/52)

- (a) Staff may apply for up to an additional four weeks paid annual leave.
- (b) Approval is subject to mutual agreement of the employee and employer and is subject to operational needs. Approval will be in writing and can be for a total of four weeks' additional paid annual leave with a proportionate reduction in the hourly rate of pay to take into account the increase in both annual leave and annual leave loading entitlements.
- (c) Where employees elect to take additional annual leave as specified in the above sub clauses existing annual leave entitlements would be increased in proportion to the reduction in the hourly rate of pay.
 - (i) Employees may not alter such election as specified in the above sub clauses during the year except with the agreement of the employer. Where the employee ceases to receive additional annual leave, the employee will revert back to the normal rate of pay and annual leave entitlement.
 - (ii) Any additional annual leave accrued under this clause shall not be subject to annual leave loading.

42. REGRADING

- (a) Where the nature of the work undertaken by an employee changes, such that the majority of the work regularly performed is work of a type normally associated with a higher classification and has been performed for a period of at least 3 months, the employee may apply to have their position reclassified to the higher classification.
- (b) An application for re-grading by an employee must be made in writing.

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- (c) The employer will respond to the request in writing within a reasonable timeframe, and where possible no more than one month after receiving the written request, indicating whether the application is approved or denied.
 - (d) Simply performing more work at the same classification or different work at the same classification does not qualify for re-grading.
 - (e) Factors with a bearing on the decision may include whether the changes:
 - (i) involve the exercise of skills, responsibility and/or autonomy normally undertaken at a higher classification; and/or
 - (ii) are permanent or temporary.

43. FAMILY VIOLENCE LEAVE

The Employer recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The Employer seeks to develop a supportive workplace in which victims of family violence can come forward for help and support.

(a) Definition of Family Violence

The employer accepts the definition of Family violence as stipulated in the Family Violence Protection Act 2008 (Vic). The definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

(b) General Measures

- (i) Proof of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, district nurse, maternal and health care nurse or a Family Violence Support Service or Lawyer. A signed statutory declaration can also be offered as proof.
- (ii) All personal information concerning family violence will be kept confidential in line with the Employer's Privacy Policy and relevant legislation.
- (iii) An Employee experiencing family violence may raise the issue with their immediate supervisor/manager or designated person as identified by the employer.

(c) Individual Support

- (i) In order to provide support to an Employee experiencing family violence and to provide a safe work environment to all Employees, the employer will approve a request from an Employee experiencing family violence for the following, providing the request is reasonable in all the circumstances:

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- (1) changes to their span of hours or pattern or hours and/or shift patterns;
 - (2) job redesign or changes to duties within their skills and capabilities;
 - (3) relocation to suitable employment within the workplace;
 - (4) a change to their telephone number or email address to avoid harassing contact;
 - (5) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- (ii) An Employee experiencing family violence will be offered a referral to the Employee Assistance Program (EAP) and/or other local resources.
- (d) Leave
- (i) The employer will provide employees who are victims of family violence and need time off work for medical or legal assistance, court appearances, counselling, relocation, or to make other safety arrangements with flexibility to use their personal/carers leave for such purposes.
 - (ii) In addition, the employer will provide up to five days paid exceptional circumstances leave per annum. This leave may be taken as consecutive or single days or as a fraction of a day. This leave will not be accrued.
 - (iii) The Employee will apply in advance for this leave wherever possible.
 - (iv) An Employee who supports a person experiencing family violence may take carer's leave to accompany them to court, to hospital, or to mind children

SCHEDULE 1: EMPLOYMENT CLASSIFICATIONS

1. Health Professionals

- (a) An employee who holds or is qualified to hold the degree of Bachelor of Science Honours shall be entitled to be classified as a UG1 - Grade 1, 2nd year of experience after qualification.
- (b) An employee who holds or is qualified to hold the degree of Master of science shall be entitled to be classified as a UG1 - Grade 1, 3rd year of experience after qualification.
- (c) An employee who holds or is qualified to hold the degree of Doctor of Philosophy shall be entitled to be classified as a UG1 - Grade 1, 5th year of experience after qualification.
- (a) An employee who holds a four year under-graduate qualification or a three year under-graduate qualification and is required to do a twelve month internship shall be classified as or deemed to have been classified as a UG1-Grade 1, 2nd year of experience after qualification.

Progression through pay points

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

Notes:

An employee appointed to a higher grade shall be paid at the rate within that grade immediately above their previous rate of pay.

Psychologist Grade I

A person who is registered by the Psychology Board of Australia (PBA) as a probationary psychologist. Such a person must be directly supervised by a more senior fully registered psychologist who is employed in the same physical work location.

Psychologist Grade II

A person registered as a psychologist with the PBA, engaged in psychological practice, complying with the code of ethics and legal requirements of the psychology profession.

A Psychologist Grade 2 does not provide professional supervision to other psychologists including Provisional Psychologists and/or post-graduate students on placement, except for secondary supervision of provisionally registered psychologists.

The Psychologist Grade 2 will participate in and be subject to professional supervision in accordance with Australian Health Practitioners Regulation Agency (AHPRA) registration requirements for psychologists under the aegis of the PBA.

Psychologist Grade III

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

Psychologist Grade IV

Head of discipline

Is the head of Psychology at Wyndham Clinic, responsible for the clinical/professional leadership and/or administration of the team, with extensive experience in the delivery of complex psychological services.

A Psychologist Grade 4 is a senior psychologist with more than 10 years professional experience, with demonstrated, highly developed leadership skills, extensive postgraduate, professional experience and recognised professional specialisation.

A Psychologist Grade 4 is a person who may be required to provide supervision and training to other psychologists (i.e. to Psychologists Grades 1, and/or 2 and/or 3) in specialist psychological skills ensuring the compliance of others with the code of ethics and legal requirements of the psychology profession, and may provide secondary consultation, supervision and debriefing to other health professionals.

At this level a senior clinician is expected to hold specialist endorsement from the PBA.

Clinical Coder

A Clinical Coder is a person in the industry of clinical coding within a hospital who has qualifications acceptable to the Health Information Management Association of Australia or such other qualifications deemed to be equivalent by the employer.

Health Information Management

Health Information Manager (Qualified)

A person who has passed examinations qualifying him/her for admission as a full graduate of the Health Information Management Association of Australia.

Health Information Manager Grade 2

A Health Information Manager appointed to the grade with additional responsibilities e.g.:

- (a) Responsible for clinical trial/data management at recognised trials including national and international trials; or
- (b) Appointed in charge at a department where no other Health Information Manager is employed; or
- (c) Employed on work which requires special knowledge and depth of experience.

Occupational Therapy

Occupational Therapist (Qualified)

A person holding a Degree or Diploma approved by the Occupational Therapy Registration Board of Australia .

Occupational Therapist Grade 2

An Occupational Therapist appointed to the grade, with additional responsibilities e.g.:

- (a) Teaching of occupational therapy students; or
- (b) Is in charge of a section of the Occupational Therapy department

Physiotherapy

Physiotherapist (Qualified)

A person holding a Degree or Diploma issued by or approved by the Physiotherapy Registration Board of Australia.

Physiotherapist Grade 2

A Physiotherapist appointed to the Grade, with additional responsibilities e.g.:

- (a) Teaching of Physiotherapy students; or
- (b) Employed on work which requires special knowledge and depth of experience in anyone or more of the following: neurosurgery, surgical thoracic, plastic surgery, cerebral palsy, traumatic spinal cord lesions; or
- (c) Is in charge of a section of the Physiotherapy Department

Social Work

Social Worker (Qualified)

A person whose qualifications make him or her eligible for membership of the Australian Association of Social Workers and who is formally employed as a Social Worker.

Social Worker Grade 2

A Social Worker appointed to the grade with additional responsibilities e.g.:

- (a) Teaching of Social Work students; or
- (b) Employed on work requires special knowledge and depth of experience in any one or more of the following: Individual and family and/or group practice; or Program development and management; or Research/evaluation.
- (c) Is in charge of a section of the Social Work Department

2. Health and Allied Staff

LEVEL 1

An employee at this level:

- Works within established routines, methods and procedures.
- Has minimal responsibility, accountability or discretion.
- Works under direct or routine supervision, either individually or in a team.
- No previous experience or training is required.

Indicative tasks performed at this level are:

General Services

Cleaning; basic laundry work and the sorting and packing of linen. Assisting a gardener; basic maintenance work; General Orderly/Portage/Courier functions in the clinic.

Clinic Orderly or Cleaner

Assistant Gardener

Maintenance/Handyperson (Unqualified)

All other employees not elsewhere provided for

Technical, Clinical and Personal Care

The cleaning and washing of surgical equipment within a Central or Theatre Sterilising Unit.

CSSD Attendant

Food Services

Basic food preparation; the cooking of basic meals; cleaning of food preparation and consumption areas and cooking equipment and utensils and the serving and delivery of meals.

Food and Domestic Services Assistant
Other Cook

LEVEL 2

An employee at this level:

- Works within established routines, methods and procedures.
- Has limited responsibility, accountability or discretion.
- May work under limited supervision, either individually or in a team.
- Possesses communication skills.
- Requires on-the-job training and/or specific skills training or experience.

Indicative tasks performed at this level are:

General Services

A laundry worker employed as a laundry operator (as defined), gardening work requiring no formal qualifications; general housekeeping functions and basic stores work.

Storeperson
Technical, Clinical and Personal Care

Assistant to an Allied Health Assistant (Qualified), therapist or physiotherapist or similar.

Allied Health Assistant (Unqualified)

LEVEL 3

An employee at this level:

- Is capable of prioritising work within established routines, methods and procedures.
- Is responsible for work performed with a limited level of accountability or discretion.
- Works under limited supervision, either individually or in a team.

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- Possesses sound communication skills.
 - Requires specific on-the-job training and/or relevant skills training or experience.

Indicative tasks performed at this level are:

General Services

Clinic (Hospital) Attendant work, including patrol functions; stores work by a storeperson working alone; driving small vehicles (1.25 tonnes or less).

Clinic (Hospital) Attendant
Storeperson employed alone
Driver 1.25 tonnes or less

Food Services

A person responsible for the conduct of a diet kitchen; an unqualified (non-trade) cook employed as a sole cook in a kitchen or an unqualified (non-trade) cook providing specialist cooking functions.

Dietary Supervisor
Cook Employed Alone
Diet Cook

LEVEL 4

An employee at this level:

- Is capable of prioritising work within established routines, methods and procedures. (non admin/clerical)
- Is responsible for work performed with a medium level of accountability or discretion. (non admin/clerical)
- Works under limited supervision, either individually or in a team. (non admin/clerical)
- Possesses sound communication and/or arithmetic skills. (non admin/clerical)
- Requires specific on-the-job training and/or relevant skills training or experience. (non admin/clerical)

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- An admin/clerical employee who undertakes a range of basic clerical functions within established routines, methods and procedures. No or limited experience and training are required.

Indicative tasks performed at this level are:

Admin/Clerical Services

Filing, collating, sorting, basic copy typing, in-house courier work (non-vehicular). A person performing admin/clerical duties under supervision.

General Clerk

Typist

Food Services

An employee whose primary function is to liaise with patients and staff to obtain appropriate meal requirements of patients, and to tally and collate the overall results.

Food Monitor

LEVEL 5

An employee at this level:

- Is capable of prioritising work within established policies, guidelines and procedures.
- Is responsible for work performed with a medium level of accountability or discretion.
- Works under limited supervision, either individually or in a team.
- Possesses good communication, interpersonal and/or arithmetic skills.
- Requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience.

Indicative tasks performed at this level are:

Technical, Clinical and Personal Care

A qualified Allied Health Assistant involved in the care, instruction or development and rehabilitation of patients.

Allied Health Assistant (Qualified)

General Services

An employee performing dedicated security functions.
Security Officer Grade 1

LEVEL 6

An employee at this level:

- Is capable of prioritising work and exercising discretion within established policies, guidelines and procedures.
- Is responsible for work performed with a medium level of accountability.
- Works under limited supervision, either individually or in a team.
- Requires a basic knowledge of medical terminology and/or a working knowledge of health insurance schemes. (admin/clerical)
- Possesses well developed communication, interpersonal and/or arithmetic skills.
- Requires substantial on-the-job training, may require formal qualifications and/or relevant skills training or experience.

Indicative tasks performed at this level are:

Technical, Clinical and Personal Care

Personal Care Worker Grade 2

Admin/Clerical Services

Clerical work associated with the admission and discharge of clients/patients, scheduling of appointments, completion of pro-forma letters; updating statistics; answering telephones; visitor and patient's inquiries; production of receipts; cashiering; basic switchboard operation and the use of overhead paging systems; audio typing and stenography (non medical); calculation of time sheets and payments to staff.

Switchboard Operator

Receptionist

Ward Clerk

In/Out Patient Clerk

Medical Records Clerk

Audio Typist (Other)
Patient Fees Clerk
Pay Clerk

LEVEL 7

An employee at this level:

- Is capable of prioritising work and exercising discretion within established policies, guidelines and procedures.
- Is responsible for work performed with a substantial level of accountability.
- Works either individually or in a team.
- Requires a basic knowledge of medical terminology and/or a working knowledge of health insurance schemes. (admin/clerical)
- May require regular computer related duties, where those duties are an essential part of the function of the position and where the level of skill involved is multi-function administrative or batch processing.
- Possesses well developed communication, interpersonal and/or arithmetic skills.
- Requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

All classifications as per admin/clerical grades 1 & 2 (wage levels 4 & 6).

General Services

A handyman with Trade qualifications performing general maintenance duties; a printer with Trade qualifications performing general printing or related duties; a gardener with Trade qualifications performing general gardening duties; a storeperson who is required to regularly access computers in the course of his or her employment; a dedicated Security Officer required to regularly access computers in the course of her or his employment and/or has been provided with relevant training; an employee performing transport related functions, including drivers of articulated vehicles.

Maintenance/Handyperson (Trade)
Gardener (Trade)
Storeperson (Advanced)

Food Services

A Cook with relevant qualifications.

LEVEL 8

An employee at this level:

- Is capable of functioning semi autonomously, and prioritising his or her own work within established policies, guidelines and procedures.
- Is responsible for work performed with a substantial level of accountability.
- Works either individually or in a team.
- Requires a comprehensive knowledge of medical terminology and/or a working knowledge of health insurance schemes. (admin/clerical)
- May require basic computer knowledge or be required to use a computer on a regular basis.
- Possesses administrative skills and problem solving abilities.
- Possesses well developed communication, interpersonal and/or arithmetic skills
- Requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

Admin/Clerical Services

A person undertaking medical audio-typing or stenography or secretarial functions. Provision of Interpreting services by an unqualified Interpreter or assisting a qualified Interpreter in the performance of his or her work.

Medical Audio Typist
Secretary
Medical Stenographer

Food Services

A Chef with relevant qualifications.

LEVEL 9

An employee at this level:

- Is capable of functioning with a high level of autonomy, and prioritising his or her own work within established policies, guidelines and procedures.
- Is responsible for work performed with a substantial level of accountability and responsibility.
- Works either individually or in a team.
- May require comprehensive computer knowledge or be required to use a computer on a regular basis.
- Possesses administrative skills and problem solving abilities.
- Possesses well developed communication, interpersonal and/or arithmetic skills
- May require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

Technical, Clinical and Personal Care

A qualified Anaesthetic Technician who is responsible for the checking and general maintenance of specialist equipment used by the Anaesthetist. A Pharmacy Technician undertaking work involving a detailed knowledge of pharmaceutical products. A Pathology Technician working solely as such, assisting the Pathologist and required at times to work independently, including the preparation of equipment and work involved in the post mortem of patients. A Pathology Collector engaged in collecting pathology specimens, with additional responsibilities, qualifications or experience.

Anaesthetic Technician

Admin/Clerical Services

A clerk required as a normal consequence of his or her position to perform more complex computer related duties that are outside the normal operating parameters of a dedicated software system (e.g. accessing the operating system, configuring or installing programs) or required to perform more advanced, responsible or complex functions within a dedicated software system (e.g. basic system maintenance or administration, security back-ups etc.); a Pay Clerk with a working knowledge of relevant industrial agreements.

Clerk (Advanced)
Pay Clerk (Advanced)

General Services

A Maintenance/Handyperson, Printer or Gardener with post-trade qualifications or specialisation and who is required to work autonomously.

Maintenance/Handyperson (Advanced)
Gardener (Advanced)
Food Services

A Chef with relevant qualifications.

LEVEL 10

An employee at this level:

- Is capable of functioning autonomously, and prioritising his or her own work within established policies, guidelines and procedures.
- Is responsible for work performed with a substantial level of accountability and responsibility.
- Works either individually or in a team.
- May require comprehensive computer knowledge or be required to use a computer on a regular basis.
- Possesses administrative skills and problem solving abilities.
- Possesses well developed communication, interpersonal and/or arithmetic skills
- Will most likely require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

Technical, Clinical and Personal Care

Food Services

A Chef with relevant qualifications.

LEVEL 11

An employee at this level:

- Is capable of functioning autonomously, and prioritising his or her own work and the work of others within established policies, guidelines and procedures.
- Is responsible for work performed with a substantial level of accountability and responsibility.
- May supervise the work of others, including work allocation, rostering and guidance.
- Works either individually or in a team.
- May require comprehensive computer knowledge or be required to use a computer on a regular basis.
- Possesses developed administrative skills and problem solving abilities.
- Possesses well developed communication, interpersonal and/or arithmetic skills.
- May require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

Admin/Clerical Services

Provision of personal secretarial support; a qualified Interpreter with NAATI accreditation; supervision, work allocation and rostering and/or guidance of staff.

Private Secretary
Clerical Supervisor

General Services

Supervision, work allocation, on-the-job training and rostering and/or guidance of staff.

General Services Supervisor

Food Services

A Chef with relevant qualifications; supervision, work allocation and rostering and/or guidance of staff.

Technical, Clinical and Personal Care

Personal Care Worker Grade 4

Personal Care Worker undertaking additional responsibilities and duties. Supervision, work allocation and rostering and/or guidance of staff.

Technical, Therapy and Personal Care Supervisor

CLASSIFICATION DEFINITIONS

Technical, Clinical and Personal Care definitions

Allied Health Assistant (Unqualified)

Means a person appointed as such, who is primarily required to perform work of a general nature under the supervision and direction of a Therapist (includes speech, physio and occupational therapy) or Allied Health Assistant (Qualified). Such a person may work under limited supervision, either individually or in a team.

Allied Health Assistant (Qualified)

Means a person appointed as such, who has successfully completed either the Allied Health Assistants course conducted by the Mayfield Centre, State Enrolled Nurse course or the Red Cross Handcraft Instructors course conducted by the Red Cross (or who has obtained equivalent qualifications thereto); who under direction and supervision directly assists the Therapist (includes speech, physio and occupational therapy) in carrying out therapeutic procedures and activities and who works at a level beyond that of a Allied Health Assistant (Unqualified).

Anaesthetic Technician

Means a person who has satisfactorily completed the theatre attendants course conducted by the Mayfield Centre (or has obtained qualifications equivalent thereto) and has satisfactorily completed the Anaesthetic Technicians course conducted by the Australian Society of Anaesthetic and Operating Theatre Technicians or a relevant Associate Diploma of Applied Science. And in addition to the duties of a Theatre Technician Grade II is responsible for the preparation, checking and general maintenance of specialist equipment used by the Anaesthetist.

Technical, Therapy and Personal Care Supervisor

Is a person appointed as such performing work which involves the supervision of staff within the Technical, Clinical and Personal Care stream of this agreement, or the supervision of staff

within a Technical, Therapy and Personal Care related department or section (but excluding Pathology Collectors).

Such a person would be responsible for administrative duties such as work allocation, training, rostering and guidance of fifteen or more staff and may assist in the recruitment of staff.

Theatre Technician Grade 1

Is an unqualified person who is required to perform work of a general nature under direct supervision of a Grade 3 or Grade 4 or designated Manager such as transporting, setting up, cleaning and maintaining theatre equipment and assisting with the positioning of patients in the theatre complex (for example PACU, Holding Bays etc).

A grade 1 Theatre Technician will not be required to hold any qualifications. Where a Grade 1 Theatre Technician seeks to obtain qualifications, the employer shall facilitate completion of the Certificate III in Health Services Assistance (Operating Theatre Support) from a registered training organisation either through financial assistance, flexible rostering or supervised practice and/or study leave.

All new starters will be required to complete a mandatory orientation program for the first three months of commencing duties, under the direct supervision of a Theatre Technician Grade 3 or 4. Progression to Theatre Technician Grade 2 will be dependant upon satisfactory completion of the Certificate III in Health Services Assistance (Operating Theatre Support) and the employee undertaking work of a more complex nature rotating through all Operating Theatre Lists in the Hospital.

Existing Theatre Attendants and unqualified Theatre Technicians who perform all the above tasks will be classified and paid at Grade 1.

Theatre Technician Grade 2

A person who, within established guidelines and procedures, undertakes work of a more complex nature rotating through all Operating Theatre lists in that hospital. Grade 2 Theatre Technicians may perform their role without direct supervision but under the immediate direction of a Theatre Technician Grade 3 or 4 or the designated Manager.

A mandatory requirement for the qualified* entry level is a Certificate III in Health Service Assistance (Operating Theatre Support) awarded by a registered training organisation or equivalent qualification. If the Grade 2 Theatre Technician has no prior experience working in that hospital, a mandatory three months orientation under the supervision of a Grade 3 or 4 Theatre Technician must be undertaken. (*Qualified refers to Mayfield Theatre Technicians Course prior to 1997 and Mayfield Operating Theatre Technicians Practice – Certificate III in Health 1997 to 2002 or equivalent.)

A Theatre Technician who is presently unqualified but has at least one year's experience, undertakes work of a more complex nature rotating through all Operating Theatre lists in the Hospital and who completes the Certificate III within 12 months of the date the new structure becomes operative, shall be classified and paid Grade 2 rates.

Theatre Technician Grade 3

A person with a minimum of three years experience as a theatre technician, who is able to work in all areas of the operating suite, and who demonstrates comprehensive knowledge based competencies to work within each of the clinical specialties offered at that hospital.

A Grade 3 Theatre Technician can operate with a high degree of autonomy and accountability. A Grade 3 Theatre Technician will take part in the supervision, training/mentoring of other Technicians at that hospital and will, if required, undertake a clinical tutor role.

Once implemented in Victoria, a Theatre Technician Grade 3 shall hold a Certificate IV in Health Service Assistance (Operating Theatre Technical Support) awarded by a registered training organisation or equivalent qualification. The incumbents are advanced practitioners and the work undertaken at Grade 3 should be seen in this context. A Theatre Technician Grade 3 may have completed specialty training in areas such as cell saving, laser, stealth.

Qualified* Grade 2 Theatre Technicians who meet the criteria of a Grade 3 shall be translated to the appropriate rate of pay for a Grade 3. Once implemented in Victoria, all Grade 3 Theatre Technicians will be offered an opportunity to complete the Certificate IV in Health Service Assistance (Operating Theatre Technical Support) through a registered training organisation either through financial assistance, flexible rostering or supervised practice and/or study leave arrangements.

Qualified refers to Mayfield Theatre Technicians Course prior to 1997 and Mayfield Operating Theatre Technicians Practice – Certificate III in Health 1997 to 2002 or equivalent.

Instrument Technician Grade 1

An unqualified person who is required to perform work of a general nature under direct supervision of a Grade 3 or 4, or the designated Manager within a Central or Theatre Sterilising and Supply Department or Unit involved in the collection, cleaning, packaging and sterilization and storage of reusable critical and semi-critical medical equipment.

A Grade 1 Instrument Technician will not be required to hold any qualifications. Where a Grade 1 Instrument Technician seeks to obtain qualifications, the employer shall facilitate completion of the Certificate III in Health – Sterilising Practice for Technicians or equivalent awarded by a registered training organisation either through financial assistance, flexible rostering or supervised practice and/or study leave.

All new starters will be required to complete a mandatory orientation program for the first three months of commencing duties, under the direct supervision of an Instrument Technician

Grade 3 or 4. Automatic progression to Grade 2 will occur on the attainment of the Certificate III in Health – Sterilising Practice for Technicians or equivalent awarded by a registered training organisation that has been approved by the AIC.

Existing CSSD Attendants and unqualified Instrument Technicians, who perform all the above tasks, will be classified and paid at Grade 1.

Instrument Technician Grade 2

A person who, within established procedures and guidelines, undertakes work of a more complex nature rotating through all areas of the Department or Unit. Grade 2 Instrument Technicians may perform their role without direct supervision but under the immediate direction of an Instrument Technician Grade 3 or 4, or the designated Manager.

A mandatory requirement of the qualified* entry level is a Certificate III in Health – Sterilising Practice for Technicians or equivalent awarded by a registered training organisation that has been approved by the AIC. If a Grade 2 Instrument Technician has no prior experience working in that hospital, a mandatory three months orientation under the supervision of an Instrument Technician Grade 3 or 4 must be undertaken.

A qualified Instrument Technician shall include an Instrument Technician who has successfully completed the CSSD Certificate Course conducted by Mayfield, including the Certificate II awarded prior to 1996 (or equivalent)

An instrument Technician who is presently unqualified but has at least one year's experience and who completes the certificate III within 12 months of the date the new structure becomes operative shall be classified and paid at Grade 2 rates. The Certificate III must be offered by the employer within 12 months of this Agreement.

Instrument Technician Grade 3

A person with a minimum of three (3) years experience as an instrument technician, who is able to work in all areas of the Hospital's Department or Unit to which they are rostered with a high degree of autonomy and accountability. A Grade 3 Instrument Technician assists in the supervision, training/mentoring of other Technicians at that Hospital, and will, if required, undertake a clinical tutor/mentor role. A Grade 3 Instrument Technician will relieve the Grade 4 as required.

Upon implementation of this structure, where there are existing staff who meet the above criteria, each hospital will have at least 1 technician classified at Grade 3.

An Instrument Technician Grade 3 holds a Certificate III in Health – Sterilising Practice for Technicians or equivalent awarded by a registered training organisation that has been approved by the AIC. The incumbents are advanced practitioners and the work undertaken at Grade 3 should be seen in this context.

An Instrument Technician Grade 3 will have completed specialty training in areas such as setting up, loan instruments, and sophisticated medical equipment.

Qualified* Instrument Technicians who meet the criteria of a Grade 3 shall be translated to the appropriate rate of pay of a Grade 3.

*Qualified refers to Certificate III in Health – Sterilising Practice for Technicians or equivalent, including an Instrument Technician who has successfully completed the CSSD Certificate Course conducted by Mayfield, including the Certificate II awarded prior to 1996, or equivalent.

Clerical/Administrative Stream Definitions

Clerical Supervisor

Is a person appointed as such performing work which involves the supervision of staff within the Admin/Clerical Stream of this Agreement or the supervision of staff within an Administrative/Clerical Services related department or section. Such a person would be responsible for administrative duties such as work allocation, training, rostering and guidance of fifteen or more staff and may assist in the recruitment of staff.

Clerk

Means clerical employees in the following classifications where their employment involves regular computer related duties, where those duties are an essential part of the function of the position and where the level of skill involved is “multi-function administrative” or “batch processing”: General Clerk, Typist, Switchboard Operator, Receptionist, Ward Clerk, Inpatients/Out-patients Clerk, Business Machine Operator, Patients’ Fee Clerk, Stenographer (Other), Audio Typist (Other), Medical Records Clerk, Casualty Clerk and Pay Clerk.

Clerk Advanced

Means an employee required to perform more complex computer related duties that are outside the normal operating parameters of a dedicated software system (e.g. accessing the operating system, configuring or installing programs) or is required to perform advanced, responsible or complex functions within a dedicated software system (e.g. basic system maintenance or administration, security back-ups etc.)

Pay Clerk

Is a person appointed as such who assists the pay officer or other responsible person to calculate time sheets and other relevant duties in the process of preparing payments to staff.

Pay Clerk Advanced

Is a person who in addition to the duties of a “Pay Clerk” will be required to possess a working knowledge of relevant Industrial agreements, regulations and Acts, handles complex payroll and agreement interpretation inquiries and be capable of functioning semi-autonomously, prioritising their own work within established policies, guidelines and procedures.

Private Secretary

Is a person who in addition to the possessing and using secretarial skills, (e.g. word processing, stenography, reception and typing) provides services at the senior management level including attending to organisational matters: diaries, meetings, agendas, taking of minutes, liaising with other departments or divisions and involvement with routine correspondence.

General Services Stream Definitions

Gardener Advanced

Means a “Gardener Trade” who holds post-trade qualifications and is capable of, and required to work autonomously and is required to prioritise his or her own work with a substantial level of accountability and responsibility.

Gardener (non-trade)

Means an employee engaged in the pruning or trimming of plants or trees; or in budding, propagating, planting or plotting; or like garden related functions.

Gardener Superintendent

Means a “Gardener Trade” who is responsible for the supervision, work allocation, on the job training, rostering and/or guidance of gardening staff.

Gardener Trade

Means a tradesperson gardener who has satisfactorily completed the approved apprenticeship course in gardening or who has been issued with an approved trade certificate.

General Services Supervisor

Is a person appointed as such performing work which involves the supervision of staff within the General Services Stream of this agreement or the supervision of staff within a General Services related department or section. Such a person would be responsible for administrative duties such as work allocation, training, rostering and guidance of fifteen or more staff and may assist in the recruitment of staff.

Handyperson Advanced

Is a “Handyperson Trade” who holds post-trade qualifications and is capable of, and required to work autonomously, and is required to prioritise their own work with a substantial level of accountability and responsibility.

Handyperson Trade

Means a person employed as a handyperson who has satisfactorily qualified as a tradesperson under the *Industrial Training Act 1975* or holds an equivalent qualification acceptable to the employer.

Clinic (Hospital) Attendant

Means an employee appointed as such and who, as part of his or her ordinary duties, is required to perform a patrol function.

Laundry Operator

Means a person employed as a sole employee in a laundry performing the full range of duties relating to the operation of a laundry.

Printer Advanced

Is a Printer Trade who holds appropriate post-trade qualifications; and who is required to work autonomously and prioritise his or her own work with a substantial level of accountability and responsibility.

Security Officer Grade 1

Means an employee performing a dedicated security function involving the security of patients, staff or the facilities.

Security Officer Grade 2

An employee as per Security Officer Grade 1 who is required to regularly access computers in the course of his or her employment and/or has been provided with relevant training.

Storeperson Advanced

Is a person employed as a storeperson or storeperson alone who is required to regularly access computers in the course of his or her employment.

Food Services Stream Definitions

Chef

Means a person employed as such in a hospital who may be required by the employer to supervise staff, give any necessary instruction in all the branches of cooking, preparation of food service staff rosters, assist in the planning of meals, assist in the pricing of meals for departmental budgets, assist in the requisitioning and purchasing of all stores and to assist where necessary in the preparation and supervision of the plating of meals.

Cook Employed Alone

Means a person employed as a sole cook who does not hold trade qualifications.

Dietary Supervisor

Means a person not being a qualified Dietitian but responsible for the conduct of a Diet Kitchen.

Diet Cook

Means an unqualified cook who produces meals for specific dietary requirements and/or other specialist meals.

Other Definitions:

“Patient Service Assistants”

A PSA is a multi skilled employee, the majority of whose work is ward based in an acute setting. The work of PSA's involves the performance of duties across 3 or more functional areas of patient support services. PSA's will be encouraged to undertake training, which may include further training to enable them to obtain the certificate or equivalent for career development.

Notwithstanding the above, PSA's are not precluded from undertaking non-ward functions and duties. Employees whose jobs involve casual or irregular ward based duties, or where their presence on a ward is a minor aspect of their role are not performing PSA work.

The functional areas covered by PSA's are cleaning and housekeeping, food and beverage, transport couriering, ward support, patient support and clerical (see Item (b) below).

For the purposes of this definition, ward based work includes employees providing patient support services in areas such as outpatient, X-ray, catheter laboratory, nuclear medicine, dialysis and other areas providing, patient support services consistent with the functions and duties in Item (b).

(a) Definitions

Patient Services Assistant Grade 1 (Work Skill Level 3)

A Patient Services Assistant at this level: -

- Regularly performs duties from three functional areas.
- Not required to hold a recognised PSA certificate.
- Is capable of prioritising work within outlined routines, methods procedures, in three functional areas.
- Is responsible for work performed with a limited level of accountability or discretion.
- Works under limited supervision, either individually or in a team.
- Possesses sound communication skills.
- Requires specific on the job training and / or relevant skills training or experience.

Patient Services Assistant Grade 2 (Work Skill Level 5)

- Regularly performs duties in four or more functional areas.
- Holds a recognised PSA certificate (or equivalent) from a TAFE College, or equivalent registered training Organisation. PSA-2s who do not hold a certificate or equivalent at the time of implementation of this structure will be encouraged to undertake training to enable them to obtain the certificate or equivalent.
- Requires specific on the job training and/or relevant skills training experience.
- Is capable of prioritising work within established policies, guidelines and procedures across four or more functional areas
- Is responsible for work performed in accordance with established policies, procedures and approaches.
- Works under limited supervision, either individually or in a team.
- Possesses good communication, interpersonal and/or arithmetic skills.

(b) Functions and typical duties

Functions	Duties
Cleaning & Housekeeping	* Ward areas (including toilets, showers, bathrooms, lockers, shelving and infectious room's etc). * Handle patient laundry (including washing and drying of patient, laundry). General/administrative areas

-
- (including office, cafeteria, stairs & lifts etc).
- * Terminal/discharge, bed (re-) making (je. carbolising).
 - * Equipment & instruments.
 - * Damp & high dusting.
 - * Vacuuming.
 - * Mopping and buffing of floors.
 - * Spot cleaning.
 - * Rubbish removal.
 - * Linen removal.
- Food & Beverage
- * Serving of meals to patients.
 - * Food transportation to and from Ward.
 - * Basic food monitoring (eg, checking that food matches the order)
 - * Replenish refrigerator and pantry supplies.
- Transport & Couriering
- * Transporting patients between wards, departments and theatres.
 - * Transporting equipment between wards, departments and theatres.
 - * Couriering, X-Rays, specimens and patient records.
 - * Movement of deceased patients to the, mortuary.
- Ward Support
- * Checking of oxygen cylinders.
 - * Filling, Distributing and collecting of exciter jugs and glasses.
 - * Delivery and maintenance of flowers.
 - * Replenish of consumables to normal stock levels.

-
- Patient Support
- * Restocking of ward trolleys or cubicles.
 - * Under direction and with appropriate training, to assist in patient restraint. This may include, responding to code blue and other emergencies as part of a hospital response team.
 - * Message taking.
 - * Assist in the lifting, and turning of patients (including into/out of wheel chairs & trolleys).
 - * Assist in lifting and positioning of patients in bed, including by machinery.
 - * Assist with patient facial shaves and pre-operative shaves.
 - * Assist in the transportation of ambulant patients.

APPENDIX 1 - WAGE RATE SCHEDULE

Health and Allied:		FFPPOA 1 July 2018	FFPPOA 1 July 2019	FFPPOA 1 July 2020	FFPPOA 1 July 2021
Wage/Skill Group 1					
		(\$ Per week	(\$ Per week	(\$ Per week	(\$ Per week
	1st yr of exp	906.43	933.62	961.63	990.48
	2nd yr of exp	912.05	939.42	967.60	996.63
	3rd yr of exp	918.07	945.61	973.98	1003.20
	4th yr of exp	922.54	950.22	978.72	1008.08
	5th yr of exp	927.01	954.82	983.47	1012.97
Wage/Skill Group 2					
	1st yr of exp	940.60	968.81	997.88	1027.81
	2nd yr of exp	946.21	974.60	1003.83	1033.95
	3rd yr of exp	952.22	980.79	1010.22	1040.52
	4th yr of exp	956.69	985.40	1014.96	1045.41
	5th yr of exp	961.15	989.99	1019.69	1050.28
Wage/Skill Group 3					
	1st yr of exp	963.94	992.85	1022.64	1053.32
	2nd yr of exp	969.55	998.64	1028.59	1059.45
	3rd yr of exp	975.56	1004.83	1034.98	1066.03
	4th yr of exp	980.03	1009.44	1039.72	1070.91
	5th yr of exp	984.52	1014.05	1044.47	1075.81
Wage/Skill Group 4					
	1st yr of exp	974.85	1004.10	1034.22	1065.25
	2nd yr of exp	980.48	1009.89	1040.19	1071.39
	3rd yr of exp	986.50	1016.10	1046.58	1077.98
	4th yr of exp	990.96	1020.69	1051.31	1082.85
	5th yr of exp	995.43	1025.30	1056.06	1087.74
Wage/Skill Group 5					
	1st yr of exp	998.46	1028.42	1059.27	1091.05
	2nd yr of exp	1004.07	1034.20	1065.22	1097.18
	3rd yr of exp	1010.08	1040.38	1071.59	1103.74
	4th yr of exp	1014.56	1045.00	1076.35	1108.64
	5th yr of exp	1019.04	1049.61	1081.10	1113.53
Wage/Skill Group 6					
	1st yr of exp	1007.52	1037.74	1068.87	1100.94
	2nd yr of exp	1015.88	1046.36	1077.75	1110.08
	3rd yr of exp	1021.88	1052.54	1084.12	1116.64
	4th yr of exp	1026.35	1057.14	1088.86	1121.52
	5th yr of exp	1030.82	1061.75	1093.60	1126.41
Wage/Skill Group 7					

Health and Allied:		FFPPOA 1 July 2018	FFPPOA 1 July 2019	FFPPOA 1 July 2020	FFPPOA 1 July 2021
	1st yr of exp	1035.36	1066.42	1098.41	1131.36
	2nd yr of exp	1040.96	1072.19	1104.35	1137.48
	3rd yr of exp	1046.97	1078.38	1110.74	1144.06
	4th yr of exp	1051.44	1082.99	1115.48	1148.94
	5th yr of exp	1055.90	1087.58	1120.21	1153.82
Wage/Skill Group 8					
	1st yr of exp	1056.20	1087.89	1120.53	1154.14
	2nd yr of exp	1061.82	1093.67	1126.48	1160.28
	3rd yr of exp	1067.83	1099.87	1132.86	1166.85
	4th yr of exp	1072.30	1104.47	1137.61	1171.73
	5th yr of exp	1076.78	1109.09	1142.36	1176.63
Wage/Skill Group 9					
	1st yr of exp	1083.64	1116.15	1149.64	1184.13
	2nd yr of exp	1089.27	1121.94	1155.60	1190.27
	3rd yr of exp	1095.28	1128.14	1161.98	1196.84
	4th yr of exp	1099.75	1132.74	1166.73	1201.73
	5th yr of exp	1104.23	1137.36	1171.48	1206.62
Wage/Skill Group 10					
	1st yr of exp	1147.61	1182.03	1217.49	1254.02
	2nd yr of exp	1153.22	1187.82	1223.45	1260.15
	3rd yr of exp	1159.23	1194.01	1229.83	1266.73
	4th yr of exp	1163.70	1198.62	1234.57	1271.61
	5th yr of exp	1168.18	1203.23	1239.33	1276.51
Wage/Skill Group 11					
	1st yr of exp	1205.22	1241.38	1278.62	1316.98
	2nd yr of exp	1210.85	1247.17	1284.59	1323.13
	3rd yr of exp	1216.86	1253.37	1290.97	1329.70
	4th yr of exp	1221.32	1257.96	1295.70	1334.57
	5th yr of exp	1225.80	1262.58	1300.45	1339.47

Technicians (Instrument and Theatre):		FFPPOA 1 July 2018	FFPPOA 1 July 2019	FFPPOA 1 July 2020	FFPPOA 1 July 2021
Grade 1					
		(\$) Per week	(\$) Per week	(\$) Per week	(\$) Per week
	1st yr of exp	979.21	1008.59	1038.84	1070.01
	2nd yr of exp	985.04	1014.59	1045.03	1076.38
	3rd yr of exp	991.38	1021.12	1051.75	1083.30
	4th yr of exp	995.98	1025.86	1056.63	1088.33
	5th yr of exp	1000.70	1030.72	1061.64	1093.49
Grade 2					
	1st yr of exp	1129.10	1162.97	1197.86	1233.79
	2nd yr of exp	1134.93	1168.97	1204.04	1240.16
	3rd yr of exp	1141.14	1175.37	1210.63	1246.95
	4th yr of exp	1145.86	1180.24	1215.65	1252.12
	5th yr of exp	1174.73	1209.97	1246.27	1283.65
Grade 3					

Technicians (Instrument and Theatre):		FFPPOA 1 July 2018	FFPPOA 1 July 2019	FFPPOA 1 July 2020	FFPPOA 1 July 2021
	1st yr of exp	1194.92	1230.77	1267.69	1305.73
	2nd yr of exp	1200.75	1236.78	1273.88	1312.10
	3rd yr of exp	1207.10	1243.31	1280.61	1319.03
	4th yr of exp	1211.67	1248.02	1285.46	1324.03
	5th yr of exp	1216.27	1252.75	1290.34	1329.05

Clinical Coder:		FFPPOA 1 July 2018	FFPPOA 1 July 2019	FFPPOA 1 July 2020	FFPPOA 1 July 2021
		(\$) Per week	(\$) Per week	(\$) Per week	(\$) Per week
	1st yr of exp	1252.48	1290.05	1328.76	1368.62
	2nd yr of exp	1330.21	1370.12	1411.22	1453.56
	3rd yr of exp	1403.42	1445.52	1488.89	1533.55
	4th yr of exp	1502.13	1547.19	1593.61	1641.42
	5th yr of exp	1536.99	1583.10	1630.59	1679.51

HEALTH AND ALLIED ALLOWANCES		FFPPOA 1 July 2018	FFPPOA 1 July 2019	FFPPOA 1 July 2020	FFPPOA 1 July 2021
	On call (per 12 hr period)	24.99	25.74	26.51	27.30
	Morning shift (per shift)	24.99	25.74	26.51	27.30
	Afternoon shift (per shift)	24.99	25.74	26.51	27.30
	Night Shift (per shift)	39.94	41.14	42.38	43.65
	Perm. night shift (per shift)	49.92	51.42	52.96	54.55
	Clothing/ Uniform				
	Employees working > 3 days per week in the first year of service	412.00	424.36	437.09	450.20
	Employees working > 3 days per week in the second and subsequent years of service	257.50	265.23	273.18	281.38
	Employees working <3 days per week in the first year of service	257.50	265.23	273.18	281.38
	Employees working <3 days per week in the second and subsequent years of service	154.50	159.14	163.91	168.83

UG I CLASSIFICATIONS		FFPPOA 1 July 2018	FFPPOA 1 July 2019	FFPPOA 1 July 2020	FFPPOA 1 July 2021
	GRADE 1				
	Year 1	1069.69	1101.78	1134.83	1168.87
	Year 2	1186.72	1222.33	1259.00	1296.77
	Year 3	1257.75	1295.49	1334.35	1374.38
	Year 4	1346.49	1386.88	1428.49	1471.34
	Year 5	1414.18	1456.61	1500.30	1545.31

UG I CLASSIFICATIONS		FFPPOA 1 July 2018	FFPPOA 1 July 2019	FFPPOA 1 July 2020	FFPPOA 1 July 2021
	Year 6	1487.41	1532.04	1578.00	1625.34
	Year 7	1527.33	1573.14	1620.34	1668.95
GRADE 2					
	Year 1	1440.54	1483.75	1528.27	1574.11
	Year 2	1573.23	1620.43	1669.04	1719.11
	Year 3	1651.97	1701.52	1752.57	1805.15
	Year 4	1760.39	1813.21	1867.60	1923.63
	Year 5	1795.35	1849.21	1904.69	1961.83

		FFPPOA 1 July 2018	FFPPOA 1 July 2019	FFPPOA 1 July 2020	FFPPOA 1 July 2021
PSYCHOLOGIST					
GRADE 1					
	Year 1	1121.81	1155.47	1190.13	1225.84
	Year 2	1178.55	1213.90	1250.32	1287.83
	Year 3	1247.20	1284.61	1323.15	1362.84
	Year 4	1344.86	1385.21	1426.76	1469.57
	Year 5	1416.46	1458.95	1502.72	1547.80
	Year 6	1482.81	1527.29	1573.11	1620.30
	Year 7	1562.83	1609.71	1658.01	1707.75
	Year 8	1636.43	1685.53	1736.09	1788.17
GRADE 2					
	Year 1	1670.54	1720.65	1772.27	1825.44
	Year 2	1720.85	1772.48	1825.65	1880.42
	Year 3	1771.71	1824.86	1879.61	1936.00
	Year 4	1917.95	1975.49	2034.76	2095.80
GRADE 3					
	Year 1	1963.14	2022.03	2082.69	2145.17
	Year 2	2026.34	2087.13	2149.74	2214.24
	Year 3	2100.33	2163.34	2228.25	2295.09
	Year 4	2217.55	2284.08	2352.60	2423.18
GRADE 4					
	Year 1	2238.42	2305.57	2374.74	2445.98
	Year 2	2295.12	2363.97	2434.89	2507.94
	Year 3	2389.72	2461.41	2535.25	2611.31
	Year 4	2477.82	2552.15	2628.72	2707.58
	Year 5	2630.52	2709.44	2790.72	2874.44

HEALTH PROFESSIONALS - Allowances	FFPPOA 1 July 2018	FFPPOA 1 July 2019	FFPPOA 1 July 2020	FFPPOA 1 July 2021
Early Shift	29.66	30.55	31.47	32.41
Afternoon Shift	29.66	30.55	31.47	32.41
Night Shift	47.47	48.90	50.36	51.87
Permanent Night Shift	59.33	61.11	62.94	64.83

HEALTH PROFESSIONALS - Allowances	FFPPOA 1 July 2018	FFPPOA 1 July 2019	FFPPOA 1 July 2020	FFPPOA 1 July 2021
Laundry (per shift)	0.37	0.38	0.39	0.41
On-Call (Monday - Friday)	29.66	30.55	31.47	32.41
On-Call (Weekends & P.Hols)	59.33	61.11	62.94	64.83
Overtime - Minimum of 2 hours when on-call				
Post Graduate Qualification	94.32	97.15	100.06	103.06
Masters Degree	106.90	110.11	113.41	116.82
Doctorate / Ph.D or D.Sc	125.75	129.53	133.41	137.41
Clothing/ Uniform				
Employees working > 3 days per week in the first year of service	412.00	424.36	437.09	450.20
Employees working > 3 days per week in the second and subsequent years of service	257.50	265.23	273.18	281.38
Employees working <3 days per week in the first year of service	257.50	265.23	273.18	281.38
Employees working <3 days per week in the second and subsequent years of service	154.50	159.14	163.91	168.83

I am authorised to sign this Agreement on behalf of Wyndham Clinic

Peter Bailey
CEO

SIGNATURE

PRINT NAME AND TITLE

Address: 20 Bridga Way, Lara, 3212

Date 16/7/18

I am authorised to sign this Agreement as the nominated employee representative


SIGNATURE

Linda McLean Admin Manager.
PRINT NAME AND TITLE

Address: 67 Powell Dug, Hoppers Crossing, 3029

Date 16/7/18

I am authorised to sign this Agreement as the nominated employee representative

P. Knight
SIGNATURE

CHRIS KNIGHT
PRINT NAME AND TITLE

Address: 15 GRANPARK CIRCLE
POWELL COOK 3030

HOSPITALITY MANAGER.

Date 16/7/18

I am authorised to sign this Agreement as the nominated employee representative
on behalf of HSU No. 4 Branch



SIGNATURE



NAME AND TITLE

Address: LEVEL 1, 62 LYCORN ST
CARLTON SOUTH, VIC 3053

Date: 23 JULY 2018