[2022] FWCA 3966[Note: An appeal pursuant to s.604 (C2022/7944) was lodged against this decision.]

DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Victorian Hospitals' Industrial Association
(AG2022/4550)

ALLIED HEALTH PROFESSIONALS (VICTORIAN PUBLIC SECTOR) (SINGLE INTEREST EMPLOYERS) ENTERPRISE AGREEMENT 2021-2026

Health and welfare services

DEPUTY PRESIDENT MASSON MELBOURNE, 11 NOVEMBER 2022

Application for approval of the Allied Health Professionals (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2021-2026.

[1] An application has been made for approval of an enterprise agreement known as the *Allied Health Professionals (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2021-2026* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by the Victorian Hospitals' Industrial Association. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the Agreement.

[3] The Form F17 indicates that employees of Robinvale District Health Services were provided with details of the vote on 10 October 2022 and voting commenced on 16 October 2022. These employees were therefore not notified of the time, place and method of the vote at least 7 clear days before voting commenced as required by s.180(3) of the Act. However, I am satisfied that in all of the circumstances and having regard to the Full Bench decision in *Huntsman Chemical Company Australia Pty Limited T/A RMAX Rigid Cellular Plastics & Others*[1], this constitutes a minor procedural or technical error for the purpose of s.188(2)(a). Further, I am satisfied that the employees covered by the Agreement were not likely to be disadvantaged by the error.

[1] [2019] FWCFB 318.

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

[5] The Health Services Union 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) I note that the Agreement covers the organisation.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 18 November 2022. The nominal expiry date of the Agreement is 28 February 2026.

DEPUTY PRESIDENT

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Annexure A

VHIA
Victorian Hospitals' Industrial Association
88 Maribyrnong Street, Footscray VIC 3011 ABN 77 538 927 547
Switchboard 03 9861 4000 Employment Advice 1800 729 329
Email vhia@vhia.com.au www.vhia.com.au

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2022/4550

Applicant:

Victorian Hospitals' Industrial Association (**VHIA**)

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Stuart McCullough, Chief Executive Officer of VHIA (88 Maribyrnong Street, Footscray, Victoria) have the authority given to me by the Employers listed in Appendix A to give the following undertakings with respect to the *Allied Health Professionals (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2021-2026* ("the Agreement"):

1. An Employee classified as a Medical Imaging Technologist (Radiographer), Nuclear Medicine Technologist or Radiation Therapy Technologist (Radiation Therapist) - 3 year degree will receive no less than the Health Professional Employee Level 1, Pay Point 2 (3 year degree entry) base rate of pay in the *Health Professionals and Support Services Award 2020*.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

11 November 2022

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

ALLIED HEALTH PROFESSIONALS (VICTORIAN PUBLIC SECTOR) (SINGLE INTEREST EMPLOYERS) ENTERPRISE AGREEMENT 2021-2026

PART A: PRELIMINARY

1. Agreement Title

This enterprise agreement will be known as the *Allied Health Professionals (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2021-2026*.

2. Arrangement

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4. Definitions

4.1 **Act** means the *Fair Work Act 2009* (Cth), or its successor.

4.2 **ADO** means accrued day off.

4.3 **Adoption** or **Adopt** for the purposes of this Agreement and the NES includes the placement of a child with an Eligible Employee (as defined in subclause 67.2(d)) prior to the relevant government department (currently the Department of Families, Fairness and Housing) seeking a permanent care order for the child.

4.4 **Agreement** means the *Allied Health Professionals* (*Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2021-2026.*

4.5 **Award** means the *Health Professionals and Support Services Award 2020.*

4.6 **BPECC** means the Best Practice Employment Commitment Committee established under clause 80.

4.7 **Child** includes an adopted child, step child and ex-nuptial child.

4.8 **Commission** means the Fair Work Commission or any successor body.

4.9 **Department** means the Department of Health, or its successor.

4.10 **Employee** means a person employed by an Employer listed in **Appendix 1** of this Agreement who is employed in any of the classifications set out in this Agreement (see **Appendix 4**), other than employees employed solely or predominantly in the provision of public mental health services.

4.11 **Employer** means each organisation listed in **Appendix 1** of this Agreement.

4.12 **EO Act** means the *Equal Opportunity Act 2010* (Vic).

4.13 **Experience** is as defined at subclause 81.12(a).

4.14 **FFPPOA** means the first full pay period on or after.

4.15 **HSR** means a health and safety representative (including a deputy health and safety representative).

4.16 **Immediate Family** means:

(a) a Spouse, Child, parent, grandparent, grandchild or sibling of the Employee; or

(b) a child, parent, grandparent, grandchild or sibling of a Spouse of the Employee.

4.17 **Miscarriage** means a spontaneous loss of an embryo or fetus before a period of gestation of 20 weeks.

4.18 **National Employment Standards** or **NES** means Part 2-2 of the Act as amended from time to time.

4.19 **OHS Act** means the *Occupational Health and Safety Act 2004* (Vic), or its successor.

4.20 **Registered Health Practitioner** means an individual who is registered under the Health Practitioner Regulation National Law (as adopted in the applicable State or Territory) to practise a health profession, other than as a student.

4.21 **Spouse** includes a person to whom an Employee is married, a de facto partner, former spouse or former de facto spouse of the Employee. A de facto Spouse means a person who lives with the Employee as husband, wife or same-sex partner on a bona fide domestic basis.

4.22 **Stillborn Child** means:

(a) a child who weighs at least 400 grams at delivery or whose period of gestation was at least 20 weeks; and

(b) who has not breathed since delivery; and

(c) whose heart has not beaten since delivery.

4.23 **Union** means the Health Services Union. The branch of the Health Services Union entitled to represent the Employees covered by the Agreement is the Health Services Union Victoria No. 3 Branch, trading as the Victorian Allied Health Professionals Association (**VAHPA**). Any obligations and entitlements of the Union under this Agreement are obligations and entitlements of the Health Services Union Victoria No. 3 Branch.

4.24 **VHIA** means the Employer's Representative, the Victorian Hospitals' Industrial Association.

4.25 **WIC** means Workplace Implementation Committee established under subclause 79.2.

4.26 **WIRC Act** means the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic), or if applicable in the particular situation the *Accident Compensation Act 1985* (Vic) or the *Workers Compensation Act 1958* (Vic).

4.27 **2011 Agreement** means the *Victorian Public Health Sector (Health Professionals, Health and Allied Services, Managers and Administrative Officers) Multiple Enterprise Agreement 2011 – 2015*.

4.28 **2016 Agreement** means the *Allied Health Professionals (Victorian Public Health Sector) Single Interest Enterprise Agreement 2016-2020.*

4.29 **2020 Agreement** means the *Allied Health Professionals (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2020-2021*.

5. Incidence & Coverage

This Agreement covers:

5.1 the Employers listed in **Appendix 1** of this Agreement;

5.2 all Employees (as defined in subclause 4.10); and

5.3 the Union if it is named by the Commission as an employee organisation covered by the Agreement.

6. Commencement Date and Period of Operation

6.1 This Agreement will come into effect seven (7) days after the date of approval by the Commission.

6.2 This Agreement will nominally expire on 28 February 2026.

6.3 The Agreement will continue to operate after the nominal expiry date in accordance with the provisions of the Act.

6.4 Those covered by the Agreement and their representatives will, six (6) months prior to the nominal expiry date of this Agreement, commence negotiations for a replacement enterprise agreement/s provided that any claim made by any party during this period prior to the nominal expiry date of the Agreement may not be supported by industrial action.

7. Relationship To Previous Industrial Instruments and the NES

7.1 This is a comprehensive Agreement that operates to the exclusion of any award, workplace determination or other agreement which previously applied to Employees covered by this Agreement. However, any entitlement in the nature of an accrued entitlement to an Employee's benefit which has accrued under any such previous industrial instrument will not be affected by the making of this Agreement.

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

7.3 A dispute or grievance that is being considered pursuant to clause 14 of the 2020 Agreement at the time this Agreement commences operation may continue to be considered pursuant to clause 14 of the 2020 Agreement.

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

8. Copy of Agreement

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

9. No Extra Claims

9.1 This Agreement is reached in full and final settlement of all matters subject to claims by those covered by the Agreement and for the life of the Agreement no further claims will be made or supported by those covered by the Agreement.

9.2 Nothing in this clause 9 is intended to be inconsistent with the Act or remove the ability for this Agreement to be varied in accordance with the Act.

10. Anti-Discrimination

10.1 Those covered by this Agreement respect and value the diversity of the work force and will help protect Employees against unfair treatment and unlawful discrimination on the basis of race, colour, sex (gender), sexual orientation, age,

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

10.2 Accordingly, in fulfilling their obligations under the Agreement, those covered by the Agreement must make every reasonable endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly unlawfully discriminatory in their effects.

10.3 Nothing in this clause 10 is to be taken to affect:

(a) any different treatment (or treatment having different effects) which is specifically exempted under Commonwealth or Victorian anti-discrimination legislation;

(b) an Employee, the Employer or registered organisation pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Australian Human Rights Commission; and

(c) the exemptions in section 351(2) of the Act.

10.4 Gender Based Discrimination

(a) The parties agree, in conjunction with the Department, to establish a Gender-Based Standing Committee (**GBSC**) within three (3) months of the commencement of this Agreement.

(b) The purpose of the GBSC will be to:

(i) review audit results from audits required by the *Gender Equality Act 2020* (Vic);

(ii) promote gender equity initiatives; and

(iii) identify and address any gender pay gaps in the Victorian Public Health Sector.

(c) The GBSC will schedule a minimum of four (4) meetings per year.

(d) The GBSC will be comprised of:

(i) representatives of the Employers;

(ii) the Union; and

(iii) the VHIA.

(e) The GBSC will:

(i) identify any information gaps and develop a framework to address those gaps, which may include additional audit/s; and

(ii) develop and implement an action plan to address other gender related issues, such as gendered violence including sexual harassment.

11. Transfer of Business

11.1 Where the business of the employer is, before or after the date of the Agreement, transferred from the employer (in this clause 11 called the Transferor) to another employer (in this clause 11 called the Transferee) and an employee who at the time of such transfer was an employee of the Transferor in that business becomes an employee of the Transferee:

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

(b) the period of employment which the employee has had with the Transferor or any prior transferor will be deemed to be service of the employee with the Transferee;

save that where the Transferor pays out accrued annual leave and/or long service leave to the employee upon the employee ceasing to be employed by them, this accrued annual leave and/or long service leave is not transferred to the Transferee.

11.2 In this clause 11:

(a) business includes trade, process, business or occupation and includes any part of any such business; and

(b) transfer includes transmission, conveyance, assignment or succession whether by agreement or by operation of law and transferred has a corresponding meaning.

12. Individual Flexibility Arrangement

12.1 An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

(a) the arrangement deals with one (1) or more of the following matters:

(i) arrangements for when work is performed;

(ii) overtime rates;

(iii) penalty rates;

(iv) allowances;

(v) leave loading; and

(b) the arrangement meets the genuine needs of the Employer and Employee in relation to one (1) or more of the matters mentioned in subclause 12.1(a); and

(c) the arrangement is genuinely agreed by the Employer and Employee.

12.2 The Employee may appoint a representative for the purposes of the procedure in this clause 12, including the Union. Except as provided in subclause 12.5(c), the arrangement must not require the approval or consent of a person other than the Employer and the individual Employee.

12.3 The Employer must ensure that the terms of the individual flexibility arrangement:

(a) are about permitted matters under section 172 of the Act;

(b) are not unlawful terms under section 194 of the Act; and

(c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

12.4 Where the Employee's understanding of written English is limited, the Employer will take measures, including translation into an appropriate language, to ensure the Employee understands the proposed individual flexibility arrangement.

12.5 The Employer must ensure that the individual flexibility arrangement:

(a) is in writing;

(b) includes the name of the Employer and Employee;

(c) is signed by the Employer and the Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;

(d) includes details of:

(i) the terms of the Agreement that will be varied by the arrangement;

(ii) how the arrangement will vary the effect of the terms; and

(iii) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and

(e) states the date the arrangement commences

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

12.7 The Employer or Employee may terminate the individual flexibility arrangement:

(a) by giving no more than 28 days written notice to the other party to the arrangement; or

(b) if the Employer and Employee agree in writing – at any time.

PART B – CONSULTATION, DISPUTE RESOLUTION AND DISCIPLINE

13. Consultation

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

13.1 Consultation regarding Major Change

(a) Where an Employer proposes a Major Change that may have a Significant Effect on an Employee or Employees, the Employer will consult with the Affected Employee/s, the Union, and the Employee's other chosen representative (where relevant) through the steps set out below in this clause 13 before the proposed Major Change (including part of a Major Change) occurs.

(b) Consultation requires the Employer to take reasonable steps to consult with Employees who are absent on leave including on workers compensation or parental leave.

(c) The Employer will take reasonable steps to ensure Employees, HSRs (where relevant) and the Union can participate effectively in the Consultation process.

(d) With respect to the process set out in this clause 13:

(i) a Major Change (including part of a Major Change) must not be implemented prior to the steps in subclauses 13.4 to 13.9 being completed, other than by agreement with the Affected Employee/s and Union; and

(ii) the process in this clause 13 will not be used to prevent or frustrate Major Change, save that a party raising a dispute alleging non-compliance with this clause 13 does not, of itself, indicate the party is trying to prevent or frustrate Major Change.

(e) An Employer shall complete each step prior to proceeding to the next step in this process save that nothing prevents an Employer from progressing where the Employer has complied with the relevant requirements of this clause 13 and the Affected Employee/s, the Union, and/or the Employee's other chosen representative (where relevant) have chosen not to participate / respond, despite being given a reasonable opportunity to do so.

13.2 Definitions

Under this clause 13:

(a) **Consultation** means a genuine opportunity to influence the decision maker, but not joint decision making. It is not merely an announcement as to what is about to happen.

(b) **Affected Employee** means an Employee on whom a major workplace change may have a Significant Effect.

(c) **Major Change** means a change in the Employer's program, production, organisation (including workforce size), physical workplace, structure, technology, or a change in workplace arrangements (for example, the introduction of an on call roster, after hours or weekend roster, or how work is organised).

A Major Change that may have a Significant Effect, regardless of whether it is permanent or temporary requires Consultation under this clause 13.

(d) **Significant Effect** includes but is not limited to:

(i) termination of employment;

(ii) changes in the size, composition or operation of the Employer's workforce (including from outsourcing) or skills required;

(iii) alteration of the number of hours worked and/or reduction in remuneration;

(iv) changes to an Employee's classification, position description, duties or reporting lines;

(v) impacts the workload of the Employee/s;

(vi) changes to shifts/rosters, including new shifts / rostering requirements;

(vii) the need for retraining or relocation/redeployment/transfer to another site or to other work;

(viii) removal of an existing amenity; and/or

(ix) the removal or reduction of job opportunities, promotion opportunities or job tenure.

(e) **Measures to mitigate or avert** may include but are not limited to:

(i) redeployment;

(ii) retraining;

(iii) salary maintenance;

(iv) job sharing; and/or

(v) maintenance of accruals.

13.3 Consultation Steps and Timeframes

(a) Consultation includes the steps set out below.

(b) Timeframes for each step must allow a party to Consultation (including a representative) to genuinely participate in an informed way having regard for all the circumstances including the complexity of the change proposed, and the need for Employee/s and their representative to meet with each other and consider and discuss the Employer's proposal. The timeframes in this subclause 13.3 are indicative.

(c) The following table makes clear the relevant steps and indicative timeframes for the Consultation process.

Step	Action	Timeframe
1.	Employer provides Change Impact Statement (CIS) and other written material required by subclause 13.4	Starting point of consultation
2.	Written response from Employee/s and/or Union	14 days after step 1
3.	Consultation Meeting/s convened	7 days to 14 days after step 2 The 'first meeting' at step 3 does not limit the number of meetings for Consultation
4.	Further Employer response (where relevant)	After the conclusion of step 3
5.	Alternative proposal from Employee/s or Union	14 days after step 4
6.	Employer to consider alternative proposal/s consistent with the obligation to consult and, if applicable, to arrange further meetings with Employee/s or Union prior to advising outcome of Consultation	14 days after step 5

13.4 Change Impact Statement (CIS) (Step 1)

(a) Prior to Consultation required by this clause 13, the Employer will provide Affected Employee/s and Union with a written Change Impact Statement (CIS) setting out all relevant information including:

(i) the details of proposed change;

(ii) the reasons for the proposed change;

(iii) where relevant, the current position descriptions of positions that may be affected by the proposed change;

(iv) any proposed new or revised position descriptions;

(v) the possible effect of the proposed change on Affected Employee/s workload;

(vi) where there may be occupational health and safety impacts a risk assessment of the potential effects of the change on the health and safety of Affected Employee/s and any other occupational health and safety impacts, such as those set out in clause 95 (OHS Risk Management), which must be undertaken in Consultation with HSRs, and the proposed mitigating actions to be implemented to prevent such effects;

(vii) the expected benefit of the change;

(viii) measures the Employer is considering that may mitigate or avert the effects of the proposed change;

(ix) the right of an Affected Employee/s to have a representative including a Union representative at any time during the change process; and

(x) other written material relevant to the reasons for the proposed change (such as consultant reports), excluding material that is commercial in confidence, relates directly to a performance/conduct issue or cannot be disclosed under the *Health Services Act 1988* (Vic) or other legislation.

(b) Concerns as to whether the Change Impact Statement (CIS) complies with subclause 13.4 will be raised as soon as reasonably practicable, which may be at a time after step 2 has been completed.

(c) Where the Union requests a meeting prior to the step 2 to clarify the proposed change or to obtain any of the information required to be provided as part of step 1 or step 2, the Employer will meet with the Union in a reasonable timeframe.

13.5 Employee / Union response (step 2)

Following receipt of the Change Impact Statement (CIS), Affected Employee/s and/or the Union may respond in writing to any matter arising from the proposed change.

13.6 Meetings (step 3)

(a) As part of Consultation, the Employer will meet with the Affected Employee/s, the Union and other nominated representative/s (if any) to discuss:

(i) the proposed change;

(ii) proposals to mitigate or avert the impact of the proposed change; and

(iii) any matter identified in the written response from the Affected Employee/s and/or the Union.

(b) To avoid doubt, the 'first meeting' at step 3 does not limit the number of meetings for Consultation.

13.7 Employer response (step 4)

The Employer will give prompt and genuine consideration to matters arising from Consultation and will provide a written response to the matters raised by the Affected Employee/s, Union and (where relevant) other representative/s.

13.8 Alternative proposal (step 5)

The Affected Employee/s, the Union and other representative (where relevant) may submit alternative proposal/s which will take into account the intended objective and benefits of the proposal. Alternative proposals should be submitted in a timely manner so that unreasonable delay may be avoided.

13.9 Outcome of Consultation (step 6)

(a) The Employer will give prompt and genuine consideration to matters arising from Consultation, including an alternative proposal submitted under subclause 13.8,

and will advise the Affected Employee/s, the Union and other nominated representatives (if any) in writing of the outcome of Consultation including:

(i) whether the Employer intends to proceed with the change proposal and, if so, when, which shall not be less than seven (7) days from the date of the written advice;

(ii) any amendment to the change proposal arising from Consultation;

(iii) details of any measures to mitigate or avert the effect of the changes on Affected Employee/s; and

(iv) a summary of how matters that have been raised by Affected Employee/s, the Union and their representatives, including any alternative proposal, have been taken into account.

(b) Where a party notifies or escalates a dispute (including to the Commission) within seven (7) days of the written advice, subclause 13.10(b) applies.

13.10 Consultation disputes

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

(b) Where a consultation dispute is raised in accordance with clause 14 of the Agreement, the obligations at subclause 14.2 apply including:

(i) the parties to the dispute and their representatives must genuinely attempt to resolve the dispute through the processes set out in clause 14 and must cooperate to ensure that these processes are carried out expeditiously; and

(ii) while the dispute resolution procedure is being conducted work will continue normally according to the usual practice that existed before the dispute, until the dispute is resolved (meaning the Major Change is not to be implemented while the dispute is unresolved, subject to subclause 13.10(d)).

(c) Where an Employer has implemented a change and a dispute is notified alleging the Employer's failure to consult in accordance with clause 13, the Employer will reverse the change and restore the status quo that existed before the change was implemented, except where:

(i) the Employer:

A. disputes the alleged failure to consult in accordance with clause 13; and

B. makes an application to the Commission in accordance with subclause 13.10(d) within seven (7) days of the dispute being notified;

(ii) in which case the requirement to reverse the change does not apply until the matter is dealt with under subclause 13.10(d); or

(iii) the Employer has completed step 6 of the consultation process and issued the written notification in subclause 13.9(a) and the Affected

Employee/s, the Union, and/or the Employee's other chosen representative (where relevant) have not notified or escalated a dispute (including to the Commission) within seven (7) days of this written notification; or

(iv) the Affected Employee/s and the Union agree in writing the change is not required to be reversed.

(d) A party may seek an interim decision or, by agreement with the parties to the dispute, a recommendation of the Commission, in accordance with subclause 14.2(e), including where an Employer has made an application referred to in subclause 13.10(c)(i) regarding the reversal of an implemented Major Change (in whole or part) while the dispute is being resolved. The Commission may consider:

(i) the impact of reversing and not reversing the change on the Employer and Affected Employees;

(ii) whether the Employer has complied with the steps at subclauses 13.4 to 13.9 of this Agreement;

(iii) whether a party to the dispute has complied with subclause 14.2; and

(iv) any other matter the Commission considers relevant.

13A. Consultation about Changes to Rosters or Hours of Work

This clause 13A applies where a change to regular rosters or ordinary hours of work (which may impact upon an Employee, particularly in relation to their family and caring responsibilities) does not constitute a change that must be consulted upon in accordance with clause 13.

13A.1 Without limiting the provisions of clause 13, where an Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with the Employee or Employees affected and their representatives, if any, about the proposed change.

13A.2 The Employer must:

(a) consider health and safety impacts including fatigue;

(e) provide to the Employee or Employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence);

(f) invite the Employee or Employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and

(g) give consideration to any views about the impact of the proposed change that is given by the Employee or Employees concerned and/or their representatives.

13A.3 The requirement to consult under this clause 13A does not apply where an Employee has irregular, sporadic, or unpredictable working hours.

13A.4 These provisions are to be read in conjunction with the terms of the engagement between the Employer and Employee, other Agreement provisions concerning the scheduling of work and notice requirements and nothing in this clause 13A overrides the provisions of any other clauses in this Agreement, for example clause 47 (Rosters) or clause 44 (Hours of Work).

13A.5 Any dispute regarding the obligations under this clause 13A will be dealt with under the Dispute Resolution Procedure at clause 14 of this Agreement.

14. Dispute Resolution Procedure

14.1 Resolution of disputes and grievances

(a) For the purpose of this clause 14, a dispute includes a grievance.

(b) This dispute resolution procedure will apply to any dispute arising in relation to:

(i) this Agreement;

(ii) the 2020 Agreement;

(iii) the NES;

(iv) a request for an additional 12 months parental leave in accordance with section 76 of the Act; or

(v) a request for flexible working arrangements in accordance with section 65 of the Act.

(c) A party to the dispute may choose to be represented at any stage by a representative including a Union or employer organisation. A representative, including a Union or employer organisation on behalf of an Employer, may initiate a dispute.

14.2 Obligations

(a) The parties to the dispute and their representatives must genuinely attempt to resolve the dispute through the processes set out in this clause 14 and must cooperate to ensure that these processes are carried out expeditiously.

(b) While the dispute resolution procedure is being conducted work will continue normally according to the usual practice that existed before the dispute, until the dispute is resolved.

(c) This requirement does not apply where an Employee:

(i) has a reasonable concern about an imminent risk to their health or safety;

(ii) has advised the Employer of the concern; and

(iii) has not unreasonably failed to comply with a direction by the Employer to perform other available work that is safe and appropriate for the Employee to perform.

(d) No party to a dispute or person covered by the Agreement will be prejudiced with respect to the resolution of the dispute by continuing work under this subclause 14.2.

(e) Where an application to the Commission has been made in accordance with clause 14 about an alleged dispute (including a consultation dispute), a party (or representative) may seek an interim decision in accordance with section 589 of the Act about whether a party has complied with clause 14.2 of this Agreement.

14.3 Dispute settlement facilitation

(a) Where the chosen representative is another Employee of the Employer, that Employee will be released by the Employer from normal duties as is reasonably necessary to enable them to represent the Employee/s including:

(i) investigating the circumstances of the dispute; and

(ii) participating in the processes to resolve the dispute, including attending meetings, conciliation and arbitration.

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

14.4 Discussion of dispute at workplace

(a) The parties will attempt to resolve the dispute at the workplace as follows:

(i) in the first instance by discussions between the:

A. Employee/s, the Union and/or another representative; and

B. the relevant supervisor/manager and/or other relevant representative of the Employer including a human resources (however described) representative, who is authorised to resolve the dispute; and

(ii) if the dispute is still unresolved, by discussions between the:

A. Employee/s, the Union and/or another representative; and

B. more senior levels of management (which may include a human resources (however described) representative);

(iii) save that where a person in subclause 14.4(a)(i)B does not have authorisation to resolve the dispute, the dispute will progress directly to subclause 14.4(a)(ii) without the need for the discussions at subclause 14.4(a)(i).

(b) The discussions at subclause 14.4(a) will take place within fourteen (14) days:

(i) or such longer period as is reasonable; or

(ii) in the case of a collective dispute under subclause 14.5, as soon as is practicable within the fourteen (14) day period.

(c) Where a party believes the requirements of this subclause 14.4 have not been complied with, they should notify the other party of their concern in writing as soon as practicable.

(d) If a dispute cannot be resolved at the workplace, including because:

(i) the discussions at subclause 14.4(a) have not resolved the dispute;

(ii) a party has not participated in discussions at the workplace;

(iii) after the discussion at subclause 14.4(a)(i) and before a discussion at 14.4(a)(ii) a party to the dispute indicates that their position is unchanged; or

(iv) a person at subclause 14.4(a)(i) has not met the requirements of subclause 14.2;

it may be referred by a party to the dispute or representative to the Commission for conciliation and, if the matter in dispute remains unresolved, arbitration.

(e) Discussions include, but are not limited to, discussion in person, discussion over the phone, discussion via a video conference, discussion via email and/or discussion in writing, save that a party will not unreasonably refuse to discuss the matter in person where practicable and having regard for the obligations at subclause 14.2.

14.5 Disputes of a collective character

(a) Disputes of a collective character may be dealt with more expeditiously by an early reference to the Commission. However, no dispute of a collective character may be referred to the Commission directly without a genuine attempt to resolve the dispute at the workplace level through the discussions referred to at subclause 14.4(a)(ii). Specifically, through discussions between the:

(i) Employee/s, the Union and/or another representative; and

(ii) senior levels of management (which may include a human resources (however described) representative).

(b) The discussions will take place as soon as is practicable, subject to it being within fourteen days of the dispute being notified (see subclause 14.4(b)(ii) above).

(c) A party to a dispute of a collective character is entitled to bypass the step at subclause 14.4(a)(i).

14.6 Conciliation

(a) Where a dispute is referred for conciliation, the Commission member will do everything the member deems right and proper to assist the parties to settle the dispute.

(b) Conciliation before the Commission is complete when:

(i) the parties to the dispute agree that it is settled;

(ii) the Commission member conducting the conciliation, either on their own motion or after an application by a party, is satisfied there is no likelihood

that further conciliation will result in settlement within a reasonable period; or

(iii) the parties to the dispute inform the Commission member there is no likelihood the dispute will be settled and the member does not have a substantial reason to refuse to regard conciliation as complete.

14.7 Arbitration

(a) If, when conciliation is complete, the dispute is not settled, either party may request the Commission proceed to determine the dispute by arbitration.

(b) The Commission member that conciliated the dispute will not arbitrate the dispute if a party objects to the member doing so.

(c) Subject to subclause 14.7(d) below, a decision of the Commission is binding upon the persons covered by this Agreement.

(d) An appeal lies to a Full Bench of the Commission, with the leave of the Full Bench, against a determination of a single member of the Commission made pursuant to this clause 14.

14.8 Conduct of matters before the Commission

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

(b) For the avoidance of doubt, nothing in this clause 14 affects the operation of section 596 of the Act.

14A. Independent Dispute Resolution Panel

14A.1 Application

The Independent Dispute Resolution Panel (**Panel**) is empowered to hear and determine dispute applications regarding the following matters:

(a) clause 85 – Supervision and Management;

(c) clause 86 –Workload Allocation and Safe Staffing;

(d) clause 87 – Backfill; and

(e) the classification of an Employee/s under this Agreement (including in relation to Advanced Practice).

14A.2 Composition and principles of the Panel

(a) The Panel for a dispute will comprise three (3) persons being:

(i) a nominee of the Union (on behalf of Employees);

(ii) a nominee of the VHIA (on behalf of Employers); and

(iii) an independent chairperson (**Chair**) agreed by the Union and the VHIA or, where agreement cannot be reached in a reasonable timeframe, as nominated by the Minister for Health.

(f) The Panel Chair shall act as an independent third party in deliberations of the Panel.

(g) A nominee on the Panel must recuse themselves from being involved in a matter if they are directly and/or personally affected by the outcome.

(h) The Panel will commence determining an application made under this clause 14A within 21 days of receiving the application and conclude its deliberations as expeditiously as possible.

(i) The Panel shall act independently of the Union, the VHIA and the Victorian Government.

(j) The parties to an application to the Panel bear their own costs (save for the Chair).

(k) The Panel shall be responsible for determining its own procedure, provided that it applies the rules of natural justice and procedural fairness and be consistent with the requirements of clause 14 Dispute Resolution Procedure.

(l) The Panel shall apply an inquisitorial procedure, rather than an adversarial one.

(m) The Panel may decide to hear a matter in the workplace. In such cases the Employer shall provide a suitable meeting room and other relevant facilities for any date requested by the Panel. The Employer will allow the Panel to inspect any work site if the Panel believes this will assist it in determining a matter, subject to any health, safety and privacy considerations. A party to a dispute may request that the Panel hear a matter in a workplace. The Panel will consider such a request and determine for itself the best location for hearing a matter.

(n) Lawyers and paid agents, who are not direct employees of the Unions, VHIA, Department or an Employer may only appear before the Panel where it gives them permission to do so.

(o) Nothing in this clause 14A prevents an application to the Commission to deal with a matter that has been dealt with by the Panel.

14A.3 Functions of the Panel Chair

(a) The Chair shall perform the following functions:

(i) notify all parties to the matter and the Department of the hearing dates;

(ii) chair proceedings of the Panel;

(iii) conciliate matters, by chairing conferences between the Employer(s) and/or their representative/s, and the Union; and

(iv) anything else necessary to give effect to the provisions of this clause 14A.

14A.4 Application to Panel to deal with a dispute

(a) Either an Employer or an Employee/s (or their representatives) may make an application to the Panel to determine a dispute about matters listed at subclause

14A.1 only where the Parties have attempted to resolve the dispute at the workplace as described at subclause 14.4 of the Agreement.

(p) If the provisions of subclause 14.4 (Discussion of dispute at workplace) have not been complied with prior to the application, the Chair will refer the parties back to the workplace to attempt resolution through discussion at the workplace level in the first instance.

(q) Applications to the Panel to deal with a dispute will be in the following or similar form:

Name of Applicant	
Employer	
Union	
Name of Employee/s involved	
Relevant Enterprise Agreement	
Description of the dispute and relevant issues	
Current status of matters	
Steps already taken to resolve the dispute	

(r) Application by an Employee/s

(i) An Employee/s may only make an application directly to the Panel where the matter directly involves and affects them.

(ii) The Chair shall notify the Unions, VHIA and the Employer of an application made by an Employee/s directly to the Panel.

(iii) The Union and the VHIA has a right to be heard in relation to any application made by an Employee/s directly to the Panel.

(iv) Where an Employee/s makes an application directly to the Panel, any determination made by the Panel is not binding on any other Employee/s who did not make the application.

14A.5 Role, procedures and determinations of the Panel

(a) In dealing with an application, the matters the Panel will have regard to include:

(v) available relevant material;

(vi) the provisions of the Agreement;

(vii) materials submitted by the Employee/s and/or Unions;

(viii) materials submitted by the Employer and/or VHIA;

(ix) in the case of submissions under subclause 14.8(r)(iii) above any materials submitted by the Union and the VHIA; and

(x) in the case of submissions under subclause 14A.6 below any materials submitted by or on behalf of the Department.

(s) Subject to the provisions of this clause 14A, proceedings of the Panel shall be conducted as informally as possible and undertaken with all possible expediency.

(t) The Panel may inform itself in any manner it sees fit including by seeking the views of an expert advisor (who is not an employee of the Employer subject of the application) agreed by the Panel to provide clinical expertise in an area of clinical practice relevant to the matter under consideration.

(u) The Panel is not bound by the rules of evidence and procedure. The Panel will determine the manner in which an Employee/s providing evidence to the Panel will be questioned, save that where possible they will ensure that any questioning is not adversarial in nature.

(v) The:

(i) Employer and/or VHIA; and

(ii) the Employee/s and/or Unions;

can advocate to the Panel.

(w) The parties to a dispute shall have full, unrestricted access to relevant information, except where the Panel determines that access to material is inappropriate for legal or confidentiality reasons.

(x) An Employee/s, including a Union representative, who is involved in a matter being heard by the Panel shall be allowed time off from their normal duties and paid their normal wages for time attending.

(y) The Panel will determine applications by majority, with written reasons to be prepared by the Chair (including any dissenting decision or a summary of any dissenting decision) and provided to the parties.

(z) No determination of the Panel shall be regarded as a precedent.

(aa) A determination of the Panel will be considered binding unless the:

(i) Employer and/or VHIA; and/or

(ii) the Employee/s and/or Unions;

makes an application to have the Commission to deal with the matter within 14 days of receiving written determination and the matter is resolved in accordance with the dispute resolution procedure.

14A.6 Additional Role of the Chair in considering matters affecting an Employer's funding

(a) The Union and the VHIA recognise that the Victorian Government, represented by the Department, has a right to have its funding interests heard and considered in decisions of the Panel.

(bb) The interests of the Victorian Government represented by the Department include significant funding, policy and service delivery considerations and implications.

14A.7 Materials to be provided to the Panel

(a) A Party shall provide all relevant material to the Panel and the other Party as soon as practicable. Relevant material may include the following:

(i) staffing/EFT levels and profiles;

(ii) position descriptions;

(iii) rosters;

(iv) proposed and/or actual professional reporting lines for/to the proposed position/s;

(v) records relating to an application (for example: leave backfill, vacancies, absenteeism and leave accruals);

(vi) organisational structure; and/or

(vii) other material relating to supervision and management, staffing and workload and backfill.

14A.8 Notification of Panel determinations

(a) The Chair will notify the Union, Employer and Employee/s, of the Panel's determination with respect to an application in writing within 14 days of the decision.

(cc) In the case of an application for a reclassification the determined Grade/Level/Class will apply from the date of the application.

(dd) Until the determination of the Panel, the existing Grade/Level/Class (where relevant) will continue to apply.

(ee) In the case of an application for a reclassification, where the Panel or, on review, the Commission determines that a lower classification applies, the Employee/s will have their current salary maintained.

14A.9 Employee Release from normal duty

(a) An Employee/s who is involved in a dispute before the Panel, including a Union representative, will be released by the Employer with pay from normal duties as is reasonably necessary to enable them to participate in this dispute settling procedure under this clause 14A so long as it does not unduly affect the operations of the Employer.

(ff) For the purposes of this clause 14A 'pay' shall include shift allowances and any other payment the Employee/s or Union representative would have received had they not been released from duty as described above.

14A.10 Withdrawal of application

(a) The notifier of a dispute to the Panel may withdraw their application at any time.

(gg) Any notice of withdrawal of a matter shall be in writing and the Chair shall cause this to be communicated to other relevant parties.

15. Performance Management

15.1 Application of this clause

(hh) Where an Employer wishes to deal with performance issues of an Employee, they will be dealt with in accordance with this clause 15 and must be dealt with as soon as practicable following the Employer becoming aware of the performance issue.

(ii) Where an Employer has concerns about a performance issue that may constitute misconduct (as defined in subclause 15.2(b)), they will be dealt with in accordance with clause 15. A performance issue can be considered misconduct where despite all reasonably practicable interventions by the Employer (which includes following the process in this clause 15) the Employee is unable to fulfil all or part of their job requirements to a satisfactory level. Where this occurs, the performance management process in subclauses (ll)(iv), (mm) and (nn) will still apply where appropriate.

15.2 Informal

Where the Employer has concerns about an Employee's performance, the Employer will, wherever appropriate, deal with these concerns through informal discussions with the Employee when these concerns first arise. The Employer will provide a written record of the discussions to the Employee, including a clear outline of the concerns with the Employee's performance, and support the Employee in rectifying the concerns. The Employee will be given a reasonable opportunity to address the performance concerns.

15.3 Formal

(jj) Where the Employee's work performance is not at an acceptable standard following the process in subclause 15.2 or it was not appropriate to deal with the concerns informally, the Employer may initiate a formal performance management process.

(kk) The Employer will provide to the Employee in writing:

(i) details of the performance concerns including, where relevant, material that supports those concerns; and

(ii) notice of the Employee's right to be represented by a Union or other representative.

(ll) The Employer will:

(i) meet with the Employee and, where relevant, the Employee's representative, to discuss the concerns;

(ii) ensure the Employee is provided with a reasonable opportunity to answer any concerns including a reasonable time to respond;

(iii) give genuine consideration to any response or matters raised by an Employee's response; and

(iv) if a performance management plan is proposed, consult with the Employee and the Employee's representative on the content of the plan.

(mm) Where, having considered the Employee's response, the Employer reasonably believes, based on the Employee's performance, that a performance management plan is appropriate, the Employer will:

(i) provide the performance management plan to the Employee in writing following the consultation referred to at subclause 15.3(c)(iv) above, identifying which aspects of the Employee's performance are unsatisfactory and the required level of performance which must be reasonable; and

(ii) provide the Employee with a reasonable opportunity to address any concerns over a reasonable time.

(nn) The Employer will provide ongoing feedback on the Employee's performance during this period, including if the Employee's performance is not improving to a satisfactory standard, and will provide the Employee with all reasonable support, counselling and training.

14.9 Preceding Performance issue

Where a period of 12 months elapses without the Employee repeating the performance issue, the Employer cannot rely on the preceding performance issue for the purposes of this clause 15 or 15.

14.10 Disputes

A dispute over this clause 15 is to be dealt with in accordance with the Dispute Resolution Procedure of this Agreement (clause 14).

15. Managing Conduct and Performance

15.1 Application

(a) Except as provided at subclause 15.1(e), where an Employer has concerns about:

(i) the Conduct of an Employee; or

(ii) a Performance issue that may constitute Misconduct;

the following procedure must apply for the Employer to be able to take disciplinary action.

(b) There are two (2) steps in a disciplinary process under this clause 15 as follows:

(i) investigative procedure; and

(ii) disciplinary procedure.

(c) An Employee will be provided a reasonable opportunity to be represented at any time (including by a Union) with respect to all matters set out in this clause 15.

(d) The Employer will deal with and notify the Employee in accordance with subclause 15.3(b) as soon as practicable following the Employer becoming aware of the alleged concerns at subclause 15.1(a).

(e) Exception - Employees who have not completed a minimum period of employment with their Employer

Where an Employee has not completed a period of employment with their Employer of at least the minimum employment period defined at section 383 of

the Act, and the Employer is considering the termination of the Employee's employment, the Employer will:

(i) provide the concerns in writing to the Employee as soon as practicable following the Employer becoming aware of the alleged concerns;

(ii) advise the Employee of their right to have a representative, including a Union representative, represent them;

(iii) other than in the case of Serious Misconduct, provide the Employee an opportunity to improve their Performance or Conduct;

(iv) meet with the Employee (and, where relevant, their representative); and

(v) consider any explanation by the Employee including any matters raised in mitigation before making a decision to terminate the employment.

The terms of subclauses 15.3 to 15.5 inclusive do not apply to Employees within the scope of the exception in this subclause 15.1(e).

15.2 Definitions

(a) **Conduct** means the manner in which the Employee behaviour impacts on their work.

(b) **Misconduct** means an Employee's intentional or negligent failure to abide by or adhere to the standards of conduct reasonably expected by the Employer. A performance issue can be considered misconduct where, despite all reasonably practicable interventions by the Employer (including the Employer following the process in clause 15), the Employee is unable to fulfil all or part of their job requirements to a satisfactory level.

(c) **Performance** means the manner in which the Employee fulfils their job requirements. The level of performance is determined by an Employee's knowledge, skills, qualifications, abilities and the requirements of the role.

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

(i) wilful or deliberate behaviour by an Employee that is inconsistent with the continuation of the contract of employment;

(ii) conduct that causes serious and imminent risk to:

A. the health or safety of a person; or

B. the reputation, viability or profitability of the Employer's business.

Conduct that is serious misconduct includes each of the following:

(iii) the Employee, in the course of the Employee's employment, engaging in:

A. theft;

B. fraud;

C. assault; or

D. sexual harassment;

(iv) the Employee being intoxicated at work;

(v) the Employee refusing to carry out a lawful and reasonable instruction that is consistent with the Employee's contract of employment.

Subclauses 15.2(d)(iii) to 15.2(d)(v) do not apply if the Employee is able to show that, in the circumstances, the conduct engaged in by the Employee was not conduct that made employment in the period of notice unreasonable.

15.3 Investigative procedure

(a) Principles and the investigator

(i) The purpose of an investigative procedure is to conclude whether, on balance, concerns regarding Conduct or Performance are well-founded and supported by evidence. An investigation procedure must be fair including proper regard to procedural fairness and natural justice.

(ii) The investigator must act in good faith and without bias. Where a conflict of interest is identified, a different investigator may need to be appointed where it could be interpreted as prejudicing an investigation.

(iii) Where the Employee or their representative reasonably believe that it is appropriate for a different investigator to be appointed because the investigator cannot act in good faith and without bias because of a conflict of interest or other reason, the Employer will not unreasonably refuse to appoint a different investigator.

(iv) The investigator being an employee of the Employer is not, of itself, a conflict of interest that would exclude them from investigating.

(b) Process

The Employer will:

(i) inform the Employee in writing who will be conducting the investigation for the Employer and, in the event of a conflict of interest, how that conflict will be managed;

(ii) advise the Employee of the concerns and allegations in writing;

(iii) provide the Employee with any material which forms the basis of the concerns before seeking a response;

(iv) ensure the Employee is provided a reasonable opportunity to answer any concerns including a reasonable time to respond;

(v) advise the Employee of their right to have a representative, including a Union representative;

(vi) ensure that the reason for any interview is explained; and

(vii) take reasonable steps to investigate the Employee’s response.

(c) Where the Employer has complied with subclause 15.3(b)(i) to (vi) and the Employee does not dispute the concerns, the Employee may opt to decline in writing the opportunity to be interviewed.

(d) Where the Employee opts to decline the opportunity to be interviewed, subclause 15.4 still applies (including that an Employee may still raise matters under subclause 15.4(c) including matters in mitigation if a disciplinary procedure is proposed).

15.4 Procedure to address misconduct or serious misconduct

(a) This procedure applies if, following the investigation, the Employer reasonably considers that the Employee's Conduct or Performance may warrant disciplinary steps being taken.

(b) The Employer will:

(i) notify the Employee and their representative in writing of the outcome of the investigation process, including the basis of any conclusion and details of the evidence the investigator relied upon to come to their conclusion;

(ii) meet with the Employee, except where the Employee declines; and

(iii) provide the Employee with a reasonable opportunity to provide information about the matters in subclause 15.4(c) including a reasonable time to respond.

(c) In considering whether to take disciplinary action, the Employer will consider:

(i) whether there is a valid reason related to the Conduct or Performance of the Employee arising from the investigation justifying disciplinary action;

(ii) whether the Employee knew or ought to have known that the Conduct or Performance was below acceptable standards; and

(iii) any explanation by the Employee relating to Conduct including any matters raised in mitigation.

15.5 Possible outcomes

(a) Where, after following the procedure in this clause 15, it is determined based on evidence that the Employee has engaged in Misconduct or Serious Misconduct and that disciplinary action is warranted, the Employer may take disciplinary action, which shall be recorded on the Employee's personnel file, as follows:

(i) where the Performance or Conduct issue constitutes Misconduct but does not constitute Serious Misconduct, disciplinary action will be taken in accordance with the following steps:

A. counsel the Employee;

B. give the Employee a first written warning in the event that the Employee has been counselled within the previous 12 months for that course of Conduct or Performance issue. The Employer may also give the Employee a first written warning where the seriousness of the conduct is such that counselling the Employee under subclause 15.5(a)(i)A is not appropriate;

C. give the Employee a second written warning in the event that the Employee has previously been given a first warning within

the previous 12 months for that course of Conduct or Performance issue;

D. give the Employee a final written warning in the event that the Employee has previously been given a second written warning within the preceding 18 month period for that course of Conduct or Performance issue; and

E. terminate the Employee's employment with notice in the case of an Employee who repeats a course of Conduct or Performance issue for which a final warning was given in the preceding 18 months;

(ii) where the Performance or Conduct issue constitutes Serious Misconduct:

A. terminate the Employee's employment without notice; or

B. alternatively, issue the Employee with a final warning without following the steps in subclauses 15.5(a)(i) above.

(b) The Employer's decision and a summary of its reasons will be notified to the Employee and their representative in writing.

(c) If after any warning or counselling, a period of 12 or 18 months elapses (as relevant) without the Employee repeating a course of Conduct or Performance issue for which the preceding warning or counselling was given, the Employer cannot rely on the preceding warning or counselling for the purpose of issuing a further warning, and all adverse reports relating to the warning or counselling must be removed from the Employee's personnel file.

15.6 Disputes

A dispute over the clause 15 (including subclause 15.5) is to be dealt with in accordance with the Dispute Resolution Procedure of this Agreement.

PART C – TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT

16. Types of Employment

16.1 Employees under this Agreement may be employed in any one (1) of the following categories:

(a) full-time employment (clause 17);

(b) part-time employment (clause 18);

(c) fixed term employment (clause 16); or

(d) casual employment (clause 19).

16.2 At the time of engagement the Employer will inform each Employee of the terms of their engagement, and in particular, whether they are to be full-time, part-time, fixed term or casual Employees.

16.3 The Employer will give preference to ongoing forms of employment over casual and fixed term employment wherever possible.

16.4 Where an Employee holds more than one (1) position covered by this Agreement with an Employer:

(a) the Employee (or representative) may, where they believe that having regard for the circumstances, the positions could be consolidated into a single position, request that this occur and the Employer can only refuse on reasonable business grounds;

(b) the Employer will ensure that the EFT of all the positions combined is no more than 1.0;

(c) the terms of:

(i) Clause 44 – Hours of Work;

(ii) Clause 45 – Accrued Days Off;

(iii) Clause 49 – Overtime;

shall apply to the Employee's employment with the Employer as though the positions were one (1) position. This includes the limits for ordinary hours as provided by subclauses 44.1 and 44.2 (a maximum of eight (8) ordinary hours, or by agreement up to ten (10) ordinary hours, per shift).

(d) the positions will be considered one (1) position for the purposes of accrual and access to leave under this Agreement and the NES, and the following :

(i) Clause 30 – Accident Pay;

(ii) Clause 33.1 – Meal Allowance;

(iii) Clause 31 – Sole Allowance;

(iv) Clause 32 - Higher Qualifications Allowance.

16.5 The Employer shall not engage an Employee in more than one (1) position for the purpose of avoiding entitlements under this Agreement.

16.6 Where an Employee holds more than one (1) position under more than one (1) enterprise agreement but the positions can fall within the scope of the Agreement the Employee (or representative) may, where they believe that the positions could be consolidated into a single position, request that this occur. The Employer can only refuse the request on reasonable business grounds.

16.7 Where an Employee holds more than one (1) position, including a position under another enterprise agreement, nothing in this clause 17 limits the ability of the Employee to dispute whether that position should be covered by this Agreement.

17. Full-Time Employment

An Employee who is required by the Employer to work full-time and is ready, willing and available to work the full number of hours as required by the Employer, will be paid the full weekly wage as prescribed by the Agreement irrespective of the number of hours worked not exceeding 38. Clause 44 (Hours of Work) and clause 45 (Accrued Days Off) also deal with the manner in which a full-time Employee works their hours.

18. Part-Time Employment

18.1 A part-time Employee is an Employee who:

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

(b) has reasonably predictable hours of work.

18.2 Minimum Engagement

The minimum period of engagement of a part-time Employee is three (3) hours per ordinary shift.

18.3 Pattern of work

(a) Before a person commences part-time employment, the Employer and the future part-time Employee will agree in writing on the following matters:

(i) a regular pattern of work, specifying at least the hours worked each day;

(ii) which days of the week the Employee will work; and

(iii) the actual starting and finishing times each day.

(b) The Employer will ensure that the Employee's letter of offer required to be provided in accordance with clause 21 and **Appendix 5** includes the agreed information in subclauses 18.3(a)(i) to (iii).

(c) Any variation to the regular pattern of work must be by agreement between the Employer and the Employee and will be recorded in writing.

18.4 Additional Ordinary Hours for Part Time Employees by agreement only

(a) A part time Employee cannot be required to work additional ordinary hours except by agreement.

(b) An offer of additional hours to a part time Employee at the applicable ordinary time rates for the time worked, must be within the limits prescribed by this Agreement.

(c) A part-time Employee is entitled to decline an offer of additional ordinary hours.

(d) Where a part-time Employee is directed by the Employer to work reasonable additional hours or works hours in excess of 38 in a week, an average of 38 hours a week or the limits prescribed by the Agreement, overtime rates will apply.

(e) In the event of a dispute as to whether a part time Employee agreed to work additional ordinary hours, evidence of that agreement must be in writing, such as an email, text or other electronic message, otherwise the additional hours must be paid as overtime.

18.5 Part-Time Review of Hours

(a) Where over a period of 26 weeks or more a part-time Employee regularly and systematically works more than their contracted hours, the Employer or the Employee may request in writing a contract variation reflecting that the Employee's hours have increased on a permanent basis (including conversion to a full-time Employee). Such a request will not be unreasonably refused by the Employer.

(b) Where the Employer makes the request under subclause 18.5(a), at the time of making the request the Employer will also notify the Employee in writing of their obligations under this subclause 18.5.

(c) An Employee will not be considered to be regularly and systematically rostered if the shifts the Employee has been working are replacing an absent Employee (for example parental leave, long service leave, workers' compensation or personal leave) or a temporary flexible work arrangement.

(d) A written response will be provided no later than 21 days from the date of a request (by either an Employee or Employer) If the Employee fails to give the Employer a written response in accordance with this subclause 18.5(d), the Employee is deemed to have provided a response declining the offer.

(e) Where the request is refused by the Employer:

(i) the written response will include reasons for the refusal;

(ii) an Employee may request that the Employer provides any evidence relied upon in making a determination under this subclause 18.5; and

(iii) where a dispute arises in relation to the response by the Employer it will be dealt with in accordance with Clause 14 (Dispute Resolution Procedure).

(f) Where the request is granted the Employee will be provided with a variation by the Employer setting out the revised employment arrangements reflecting those hours worked on a regular and systematic basis as described in subclauses 18.5(a) and (c) above or as otherwise agreed.

18.6 Entitlements

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

(a) payment at an hourly rate equal to 1/38th of the weekly rate appropriate for the Employee's classification; and

(b) accrued paid leave, Family Violence Leave and Professional Development Leave on a pro rata basis, including on any additional ordinary hours.

19. Casual Employment

19.1 A casual Employee is one who is engaged in relieving work or work of a casual nature and whose engagement is terminable by the Employer in accordance with the Employer's requirements, without the requirement of prior notice by either the Employer or the Employee, but does not include an Employee who could properly be classified under clause 17 - Full-time employment, clause 18 - Part-time employment or clause 16 - Fixed term employment.

19.2 Conversion to permanent employment

(a) Where an Employee has been engaged as a casual Employee but is not engaged in relieving work or work of a casual nature, where requested by the Employee, the Employer will convert the Employee to part time or full time employment (whichever is applicable), and the Employee's period of service as a casual Employee counts as part time or full time service for the purpose of:

(i) transfer of business under clause 11;

(ii) termination of employment under clause 22 (see subclause 22.2);

(iii) calculating a severance payment upon redundancy under clause 23;

(iv) the rate of personal leave accrual at subclause 59.1 save that the Employer is not required to credit the Employee with leave for the period they were engaged as a casual;

(v) parental leave under clause 67;

(vi) long service leave under clause 69; and

(vii) eligibility to request flexible working arrangements under clause 92.

(b) Where there is a dispute about:

(i) whether the Employee is engaged in relieving work or work of a casual nature or not; and/or

(ii) when the Employee ceased to be engaged in relieving work or work of a casual nature;

the Dispute Resolution Procedure at clause 14 will be utilised.

19.3 Minimum engagement

The minimum period of engagement of a casual Employee is three (3) hours per ordinary shift.

19.4 Payments

A casual Employee will be paid for all work, other than for overtime (see subclause 49.7 for casual overtime provisions), performed on a:

(a) weekday an amount equal to 1/38th of the weekly wage appropriate to the Employee's classification per hour plus 25%;

(b) Saturday or Sunday an amount equal to 1/38th of the weekly wage appropriate to the Employee's classification per hour plus 75%; and

(c) public holiday an amount equal to 1/38th of the weekly wage appropriate to the Employee's classification per hour plus 175%.

19.5 In addition a casual Employee will be entitled to receive the appropriate uniform and other allowances contained in this Agreement.

19.6 The provisions of clause 22 (Termination of Employment), clause 56 (Annual Leave), and clause 59 (Personal/Carer's Leave) except in so far as it expressly applies to casual Employees, will not apply in the case of a casual Employee.

19.7 The list in subclause 19.4 is not intended to be exhaustive and relevant clauses should be referred to in order to determine any casual entitlement.

20. Casual Conversion

20.1 Employer offers

(a) Subject to subclause 20.2, an Employer must make an offer to a casual Employee under this clause 20 if:

(i) the casual Employee has been employed by the Employer for a period of 12 months beginning the day the employment started; and

(ii) during at least the last six (6) months of that period, the Employee has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to work as a full-time Employee or a part-time Employee (as the case may be).

(b) The Employer's offer under subclause 20.1(a) must:

(i) be in writing; and

(ii) be an offer for the Employee to convert:

A. for an Employee that has worked the equivalent of full-time hours during the period referred to in subclause 20.1(a)(ii) – to full-time employment; or

B. for an Employee that has worked less than the equivalent of full-time hours during the period referred to in subclause 20.1(a)(ii) – to part-time employment that is consistent with the regular pattern of hours worked during that period;

(iii) be given to the Employee within 21 days after the end of the 12-month period referred to in subclause 20.1(a)(i).

20.2 When Employer offers not required

(a) Despite subclause 20.1, an Employer is not required to make an offer under subclause 20.1 to a casual Employee if:

(i) there are reasonable grounds not to make that offer; and

(ii) the reasonable grounds are based on facts that are known, or reasonably foreseeable, at the time of deciding not to make the offer.

(b) Without limiting subclause 20.2(a)(i), reasonable grounds for deciding not to make an offer include the following:

(i) the Employee's position will cease to exist in the period of 12 months after the time of deciding not to make the offer;

(ii) the hours of work which the Employee is required to perform will be significantly reduced in that period;

(iii) there will be a significant change in either or both of the following in that period:

A. the days on which the Employee's hours of work are required to be performed;

B. the times at which the Employee's hours of work are required to be performed;

which cannot be accommodated within the days or times the Employee is available to work during that period;

(iv) making the offer would not comply with a recruitment or selection process required by or under a law of the Commonwealth or a State or a Territory.

(c) The Employer must give written notice to a casual Employee in accordance with subclause 20.2(d) if:

(i) the Employer decides under subclause 20.2(a) not to make an offer to the Employee; or

(ii) the Employee has been employed by the Employer for the 12-month period referred to in subclause 20.1(a)(i) but does not meet the requirement referred to in subclause 20.1(a)(ii).

(d) The notice must:

(i) advise the Employee that the Employer is not making an offer under subclause 20.1;

(ii) include the details of the reasons for not making the offer (including any grounds on which the Employer has decided to not make the offer); and

(iii) be given to the Employee within 21 days after the end of the 12-month period referred to in subclause 20.1(a)(i).

20.3 Employee response

(a) The Employee must give the Employer a written response to the offer made under subclause 20.1(a) within 21 days after the offer is given to the Employee, stating whether the Employee accepts or declines the offer.

(b) If the Employee fails to give the Employer a written response in accordance with subclause 20.3(a), the Employee is taken to have declined the offer.

20.4 Acceptances of offers

(a) If the Employee accepts the offer, the Employer must, within 21 days after the day the acceptance is given to the Employer, give written notice to the Employee of the following:

(i) whether the Employee is converting to full-time employment of part-time employment;

(ii) the Employee's hours of work after the conversion takes effect; and

(iii) the day the Employee's conversion to full-time or part-time employment takes effect.

(b) However, the Employer must discuss with the Employee the matters the Employer intends to specify for the purposes of subclause 20.4(a)(i)-(iii) before giving the notice.

(c) The day specified for the purposes of subclause 20.4(a)(iii) must be the first day of the Employee's first full pay period that starts after the day the notice is given, unless the Employee and Employer agree to another day.

20.5 Employee requests

(a) A Casual Employee may make a request of an Employer under this subclause 20.5 if:

(i) the Employee has been employed by the Employer for a period of at least 6 months beginning the day the employment started;

(ii) the Employee has, in the period of 6 months ending the day the request is given, worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to work as a full-time Employee or part-time Employee (as the case may be); and

(iii) all of the following apply:

A. the Employee has not, at any time during the period referred to in subclause 20.5(a)(ii), refused an offer made to the Employee under subclause 20.1;

B. the Employer has not, at any time during that period, given the Employee a notice in accordance with sub-clause 20.2(c)(i);

C. the Employer has not, at any time during that period, given a response to the Employee under subclause 20.6 refusing a previous request made under this subclause 20.5;

D. the request is not made during the period of 21 days after the period referred to in subclause 20.1(a)(i).

(b) The request must:

(i) be in writing;

(ii) be a request for the Employee to convert:

A. for an Employee that has worked the equivalent of full-time hours during the period referred to in subclause 20.5(a)(ii) – to full-time employment; or

B. for an Employee that has worked less than the equivalent of full-time hours during the period referred to in subclause 20.5(a)(ii) – to part-time employment that is consistent with the regular pattern of hours or shifts worked during that period; and

(iii) be given to the Employer.

20.6 Employer must give a response

The Employer must give the Employee a written response to the request made under subclause 20.5 within 21 days after the request is given to the Employer, stating whether the Employer grants or refuses the request.

20.7 Refusals of requests

(a) The Employer must not refuse the request unless:

(i) the Employer has consulted the Employee;

(ii) there are reasonable grounds the refuse the request; and

(iii) the reasonable grounds are based on facts that are known, or reasonably foreseeable, at the time of refusing the request.

(b) Without limiting subclause 20.7(a)(ii), reasonable grounds for refusing a request include the following:

(i) it would require a significant adjustment to the Employee's hours of work in order for the Employee to be employed as a full-time Employee or part-time Employee;

(ii) the Employee's position will cease to exist in the period of 12 months after giving the request;

(iii) the hours of work which the Employee is required to perform will be significantly reduced in the period of 12 months after giving the request;

(iv) there will be a significant change in either or both of the following in the period of 12 months after giving the request:

A. the days on which the Employee's hours of work are required to be performed;

B. the times at which the Employee's hours of work are required to be performed;

which cannot be accommodated within the days or times the Employee is available to work during that period;

(v) granting the request would not comply with a recruitment or selection process required by or under a law of the Commonwealth or a State or a Territory.

(c) If the Employer refuses the request, the written response under subclause 20.6 must include details of the reasons for the refusal.

20.8 Grants of requests

(a) If the Employer grants the request made under subclause 20.5, the Employer must, within 21 days after the day the request is given to the Employer, give written notice to the Employee of the following:

(i) whether the Employee is converting to full-time employment or part-time employment;

(ii) the Employee's hours of work after the conversion takes effect; and

(iii) the day the Employee's conversion to full-time or part-time employment takes effect.

(b) However, the Employer must discuss with the Employee the matters the Employer intends to specify for the purposes of subclause 20.8(a)(i)-(iii) before giving the notice.

(c) The day specified for the purposes of subclause 20.8(a)(iii) must be the first day of the Employee's first full pay period that starts after the day the notice is given, unless the Employee and Employer agree to another day.

(d) To avoid doubt, the notice may be included in the written response under subclause 20.6

20.9 Effect of conversion

(a) An Employee is taken, on and after the day specified in a notice for the purposes of subclauses 20.4(a)(iii) or 20.8(a)(iii) to be a full-time Employee or a part-time Employee of the Employer for the purposes of the following:

(i) the Act and any other law of the Commonwealth;

(ii) a law of a state or territory;

(iii) the Agreement; and

(iv) the Employee's contract of employment.

20.10 Other rights and obligations

(a) The Employer must not reduce or vary an Employee's hours of work, or terminate an Employee's employment, in order to avoid any right or obligation under this clause 20.

(b) Nothing in this clause 21:

(i) requires an Employee to convert to full-time employment or part-time employment;

(ii) permits an Employer to require an Employee to convert to full-time employment or part-time employment;

(iii) requires an Employer to increase the hours of work of an Employee who requests conversion to full-time employment or part-time employment under this clause 20.

16. Fixed Term Employment

16.1 An Employee may only be employed on a fixed term basis where it is genuine fixed term employment as defined in subclauses 20.11 and 16.2.

20.11 Genuine fixed term employment is:

(a) where the role is for a specific period or purpose and for one of the reasons set out at subclause 16.2; and

(a) is not where recurrent funding for the role may end or for a reason other than one specified at subclause 16.2 below.

16.2 Genuine fixed term employment can only be offered for the following purposes:

(a) research projects which, for the purpose of this clause 16 means:

(i) there is a definable work activity which has a starting time and which is expected to be completed within an anticipated timeframe;

(i) the funding for the research project does not come from recurrent funding; and

(ii) there is no pattern of additional funding being provided or made available to extend the research project;

(b) special projects. Indicative examples of special projects are:

(i) Specific, Timely Assessment and Triage project (the STAT project), a National Health and Medical Research Council (NHMRC) funded project looking at reducing waiting times;

(iii) Language and Literacy project;

(iv) Organisational Compliance projects such as those arising from findings of the Royal Commission into Family Violence where Employers must comply with several recommendations within a time specified time frame;

(c) backfilling an on-going Employee who has been temporarily seconded to another role;

(d) graduate year positions;

(b) replacing other Employees who are absent:

(i) on leave (including parental, long service or sick leave);

(i) on WorkCover; or

(ii) by a flexible work arrangement;

(e) any other genuine fixed term arrangement agreed to by the Union at its discretion.

16.3 Nothing in this clause 16 requires an Employer to use fixed term employment for the purposes listed in subclause 16.2.

16.4 Appointment

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

16.5 Duration of a fixed term contract

A contract for genuine fixed term employment cannot be for a period greater than two (2) years unless;

(a) otherwise agreed to by the Union at its discretion; or

(c) in the case of Peter MacCallum Cancer Institute, the genuine fixed term employment is for a research project as described at subclause 16.2(a), the funding for the project comes from the NHMRC and is for a period of at least 3 years, in which case the contract cannot be for a period greater than three (3) years.

16.6 Further contract where role continues

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

(a) is still genuine fixed term employment as described at subclause 20.11 and is appropriate in all the circumstances;

(d) is still for a purpose listed at subclause 16.2; and

(e) does not exceed two (2) years (or three (3) years in accordance with subclause 20.11(c)) or, when any preceding contract is also taken into account, does not result in the appointment exceeding 5 years in total as described at subclause 20.11(i)(i).

Example 1

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

Example 2

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

16.7 Where an Employer proposes to offer an additional contract to extend employment in a role in accordance with subclause 16.6 which, if accepted, would result in an Employee being engaged in that role on a fixed term basis for more than two (2) years (or three (3) years in accordance with subclause

20.11(c)) in total, the Employer will, not less than one (1) month prior to the scheduled expiration of the fixed term contract, write to the Employee stating:

(a) that the role will continue beyond the fixed term and the Employer proposes to extend the fixed term appointment by offering a further contract;

(f) the period of the proposed further contract;

(g) why the Employer considers the further fixed term appointment is genuine fixed term employment (within the meaning of this clause 16) and is appropriate in all the circumstances;

(h) that:

(i) the Employee is entitled to discuss the offer of a further contract with their representative which may be the Union; and

(i) the Union covered by this Agreement will be notified of the proposed extension of the fixed term appointment but that personal information will not be disclosed; and

(b) that if the Employee or their representative (including the Union) disputes that the proposed contract is for genuine fixed term employment, either is entitled to notify a dispute under clause 14 (Dispute Resolution Procedure) of this Agreement.

16.8 Where an Employer proposes to offer an additional contract to extend employment in a role in accordance with subclause 16.6 which, if accepted, would result in an Employee being engaged in that role on a fixed term basis for more than 2 years (or three (3) years in accordance with subclause 20.11(c)) in total, not less than one (1) month prior to the scheduled expiration of the fixed term, the Employer will write to the Union stating:

(a) the information described at subclause 16.7(a), (b) and (c); and

(i) the classification, grade and Department/area of the genuine fixed term employment and the length of the fixed term appointment in total;

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

16.9 Where the Employer proposes a further contract to extend a fixed term employment in accordance with subclause 16.6 the Employer will, where requested by the Employee or the Union, meet to discuss the proposed extension of the fixed term employment by a further contract and provide the Employee and/or the Union with any relevant information relating to why the proposed extended fixed term employment is genuine fixed term employment.

16.10 Conversion to permanent employment

(a) If:

(i) the period of fixed term contract exceeds two (2) years (or three (3) years in accordance with subclause 20.11(c)) unless otherwise agreed to by the Union in accordance with subclause 16.5;

(i) an Employee's total period of fixed term employment (where there has been more than one fixed term contract) exceeds five (5) years;

(ii) the Employee engaged pursuant to this clause 16 is re-engaged within thirteen weeks (including the total period of accrued annual leave paid on termination);

(iii) in engaging a fixed term Employee or extending the fixed term engagement the Employer does not comply with this clause 16 or, in the case of the timeframes at subclauses 16.7 and 16.8, does not substantially comply with those timeframes; or

(iv) the Employer has employed the Employee on more than five (5) fixed term contracts;

the Employee will be deemed to have been originally employed under clause 17 - Full-time employment, or clause 18 - Part-time employment.

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

(i) give proper consideration to;

(v) consult with the other on; and

(vi) seek advice on;

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

16.11 Separate fixed term positions

The provisions of subclauses 16.7 and 16.8 do not apply where an Employee applies for separate fixed term positions.

16.12 Anti-avoidance

Separate fixed term positions means positions that are genuine fixed term employment within the meaning of subclause 16.2 and which are genuinely separate and distinct, and does not include a single position that has been amended from one contract to the next.

16.13 Consideration of Fixed Term employment

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

20.12 Graduates

Employees will be provided with ongoing employment following completion of their graduate year positions, where it is appropriate in all the circumstances and a suitable vacancy exists.

20.13 Entitlements for fixed term employment

Employees engaged on a fixed term basis pursuant to this clause 16 will receive the pay, entitlements and other conditions a full-time Employee receives where their work accords with clause 17 (Full-Time Employment), otherwise they will

receive the pay, entitlements and other conditions provided for a part-time Employee under clause 18.

21. Letter of Offer

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

21.2 Before an existing Employee commences employment in a new role or an appointment is varied, the Employer will provide the Employee with a new letter of offer/contract of employment, or variation to their letter of offer/contract of employment, in writing.

22. Termination of Employment

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

22.1 In the event of termination of employment, four (4) weeks' written notice must be given by the Employer.

22.2 The notice required by subclause 22.1 will be increased by one (1) week if the Employee is over 45 years of age and has completed at least two (2) years of continuous service.

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

(a) the Employee's ordinary hours of work (even if not standard hours);

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

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

22.4 An Employee (including a fixed term Employee) may terminate their employment by providing four (4) weeks' notice to the Employer in writing. Subject to financial obligations imposed on the Employer by any legislation, if an Employee fails to give notice the Employer will have the right to withhold monies due to the Employee with a maximum amount equal to the ordinary time rate of pay for the period of notice not provided by the Employee.

22.5 Subclauses 22.1 to 22.3 do not affect an Employer's right to terminate an Employee's employment without notice for serious misconduct (as defined for the purposes of the Act).

22.6 Subclause 45.4 deals with payments or deductions related to ADOs upon termination.

22.7 Where the Employer has given notice of termination to an Employee, an Employee will be allowed:

(a) if the termination is a result of redundancy, up to one (1) day off without loss of pay during each week of notice for the purpose of seeking other employment; or

(b) if the notice of termination is for any reason other than redundancy, up to one (1) day off without loss of pay for the purpose of seeking other employment at times that are convenient to the Employee after consultation with the Employer.

23. Redundancy and Related Entitlements

23.1 Arrangement

This clause is arranged as follows:

(a) Arrangement (subclause 23.1);

(b) Definitions (subclause 23.2);

(c) Redeployment (subclause 23.3);

(d) Support to Affected Employees (subclause 23.4);

(e) Salary Maintenance (subclause 23.5);

(f) Preservation of accrued leave (subclause 23.6);

(g) Relocation (subclause 23.7);

(h) Employment terminates due to Redundancy (subclause 23.8); and

(i) Exception to application of Victorian Government's policy with respect to severance pay (subclause 23.9).

23.2 Definitions

(a) **Affected Employee** for this clause 23 means an Employee whose role will be redundant.

(b) **Comparable Role** means an on-going role that:

(i) is the same profession as that of the Affected Employee's redundant position or if not, is in a profession acceptable to the Affected Employee;

(ii) is any of the following:

A. in the same clinical specialty as that of the Affected Employee's former position;

B. in a clinical specialty acceptable to the Affected Employee; or

C. a position that with the reasonable support described at 23.3(g), the Affected Employee could undertake;

(iii) is the same grade/level/class as the Affected Employee's redundant position or is a different grade/level/class acceptable to the Affected Employee;

(iv) takes into account the number of ordinary hours normally worked by the Affected Employee or is a different number of ordinary hours acceptable to the Affected Employee;

(v) is a Reasonable Distance from the Affected Employee's current work location or is a distance that is not reasonable but is acceptable to the Affected Employee;

(vi) takes the Affected Employee's personal circumstances, including family responsibilities, into account; and

(vii) takes account of health and safety considerations.

(c) **Consultation** is as defined at subclause 13.2(a) (Consultation) of this Agreement.

(d) **Continuity of Service** means that the service of the Affected Employee is treated as unbroken. However, continuity of service is not broken where an Employer pays out accrued annual leave or long service leave upon termination in accordance with this Agreement.

(e) **Reasonable Distance** means a distance that has regard to the Affected Employee's original work location, current home address, capacity of the Affected Employee to travel, additional travelling time, effects of the personal circumstances of the Affected Employee, including family commitments and responsibilities and other matters raised by the Affected Employee, or assistance provided by their Employer.

(f) **Redeployment Period** means a period of 13 weeks from the time the Employer notifies the Affected Employee in writing that Consultation under clause 13 is complete and that the Redeployment Period has begun.

(g) **Redundancy** means the Employer no longer requires the Affected Employee's job to be performed by anyone because of changes in the operational requirements of the Employer's enterprise.

(h) **Relocation** means an Affected Employee is required to move to a different campus as a result of an organisational change on either a temporary or permanent basis.

(i) **Salary Maintenance** means an amount representing the difference between what the Affected Employee was normally paid prior to the Affected Employee's role being made redundant and the amount paid in the Affected Employee's new role following redeployment.

23.3 Redeployment

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

(a) **Employee to be advised in writing**

The Affected Employee must be advised in writing of:

(i) the date the Affected Employee's role is to be redundant;

(ii) details of the redeployment process;

(iii) the reasonable support that will be provided in accordance with subclause 23.3(g); and

(iv) the Affected Employee's rights and obligations.

(b) Employer obligations

The Employer will:

(i) make every effort to redeploy the Affected Employee to a Comparable Role in terms of grade/level/class and income, including giving preference to an Affected Employee/s for any vacant Comparable Roles and appointing a case manager to provide the Affected Employee with support and assistance;

(ii) take into account the personal circumstances of the Affected Employee, including family commitments and responsibilities; and

(iii) where the Employer is creating a new role/s substantially similar to the Affected Employee's redundant role, give priority to the redeployment of an Affected Employee/s to the new position/s and only consider other applicants that are not Affected Employees if the Affected Employee's do not fill the new role/s.

Example

Due to a change in services offered, the Employer is reducing the number of Physiotherapists it employs from 10 to five (5). In a 'spill and fill', the Employer will consider the Affected Employees for the new roles and will only consider other applicants if the Affected Employees do not fill the five (5) vacant positions.

(c) Employee obligations

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

(i) identifying appropriate retraining needs;

(ii) developing a resume/CV to assist in securing redeployment; and

(iii) actively monitoring and exploring appropriate redeployment opportunities and working with the appointed case manager.

(d) Rejecting a Comparable Role

Where an Affected Employee rejects an offer of redeployment to a Comparable Role (as defined in this clause 23), the Affected Employee may be ineligible for a departure package referred to at subclause 23.8.

(e) Rejecting a non-Comparable Role

For the avoidance of doubt, where an Affected Employee rejects an offer of redeployment to a role that is not a Comparable Role (as defined in this clause 23), the Affected Employee will be eligible for a departure package referred to at subclause 23.8.

(f) Temporary alternative duties

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

(g) Support for redeployment

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

(i) theory training relevant to the clinical area or environment of the role into which the Affected Employee is to be redeployed;

(ii) a defined period of up to 12 weeks in which the Affected Employee works in a supernumerary capacity;

(iii) support from educational staff in the clinical environment; and

(iv) a review at 12 weeks or earlier to determine what, if any, further training is required.

(h) Where no redeployment available

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

(i) Non-Comparable Role

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

23.4 Support to Affected Employees

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

(a) counselling and support services;

(b) retraining;

(c) preparation of job applications;

(d) interview coaching;

(e) time off to attend job interviews; and

(f) funding of independent financial advice for Affected Employees eligible to receive a separation package.

Other assistance may include but is not limited to career planning or employment services.

23.5 Salary Maintenance

(a) Entitlement to Salary Maintenance

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

(i) is a lower grade/level/class;

(ii) involves working fewer hours; and/or

(iii) removes eligibility for penalties, loadings and the like.

(b) Period of Salary Maintenance

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

(i) accepts another position within the Salary Maintenance period; and

(ii) is paid in the other position an amount equal to or greater than the role that was made redundant.

23.6 Preservation of accrued leave

An Affected Employee entitled to Salary Maintenance will have:

(a) the long service leave and annual leave they have accrued prior to the redeployment preserved. Specifically, the value of the leave and the number of hours accrued immediately prior to redeployment will not be reduced as a result of redeployment; and

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

23.7 Relocation

(a) Employer to advise in writing of Relocation

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

(i) ensure the Relocation is a Reasonable Distance, unless otherwise agreed;

(ii) ensure that the Affected Employee is provided with information on the new location's amenities, layout and local operations prior to the Relocation; and

(iii) consult with the Union or other nominated Employee representative regarding the content of such information.

(b) Entitlement to relocation allowance

An Affected Employee is entitled to a relocation allowance where permanent or temporary Relocation results in additional cost to the Affected Employee for travel and/or other expenses.

(c) Employee to provide written estimate

The Affected Employee must make written application to the Employer with a written estimate of the additional travelling cost and other expenses for the period of redeployment up to a maximum of 12 months.

(d) Payment

(i) The Employer will pay the Affected Employee a relocation allowance of up to $1900.00 based on the written estimate of the Affected Employee referred to at subclause 23.7(c) where the Employer accepts the estimate represents the additional cost to the Affected Employee. The Employer will only refuse to accept the estimate represents the additional cost to the Affected Employee where the Employer has evidence that the estimate does not represent the additional cost to the Affected Employee. The allowance shall be paid as a lump sum.

Example 1

The Employee provides the Employer with a written estimate of the additional travelling cost and other expenses for the period of redeployment up to a maximum of 12 months of $3,000. The Employer does not have evidence that the estimate does not represent the additional cost to the Affected Employee. The Employer will pay a relocation allowance of $1,900 to the Employee as a lump sum.

Example 2

The Employee provides the Employer with a written estimate of the additional travelling cost and other expenses for the period of redeployment up to a maximum of 12 months of $1,000. The Employer does not have evidence that the estimate does not represent the additional cost to the Affected Employee. The Employer will pay a relocation allowance of $1,000 to the Employee as a lump sum.

(ii) When considering the Affected Employee's estimate, the Employer may have regard to the Reasonable Distance.

(iii) In the event of a dispute about the Affected Employee's estimate it will be resolved under clause 14 (Dispute Resolution Procedure).

(e) Exceptions

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

(f) Fixed term Employees not excluded

An Affected Employee on a fixed term contract who is relocated will be covered by the terms of this clause 23 for the duration of the fixed term contract.

23.8 Employment terminates due to Redundancy

The Victorian Government's policy with respect to public sector redundancy and the entitlements upon termination of employment as a result of Redundancy are

set out in the *Public Sector Workplace Relations Policies 2015*. The policy as at the time this Agreement comes into operation applies to Employees but does not form part of this Agreement.

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

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

(a) is within a Reasonable Distance of the work site of the redundant position;

(b) provides Continuity of Service;

(c) where the Comparable Role results in a loss of income, the salary maintenance at subclause 23.5 will be applied; and

(d) where relevant, is consistent with the financial and other support provided to an internal redeployee;

the Employee will be considered successfully redeployed as though the employment was with the same Employer and no severance pay will apply.

24. Ending Employment During Parental Leave

24.1 Communication during parental leave – organisational change

(a) Organisational Change - consultation

Where an Eligible Employee (as defined in subclause 67.2) is on parental leave and the Employer proposes a change that will have a Significant Effect within the meaning of clause 13 (Consultation) of this Agreement on the Eligible Employee, including their pre-parental leave position, the Employer will comply with the requirements of clause 13 (Consultation) which include but are not limited to providing:

(i) information in accordance with subclause 13.4; and

(ii) an opportunity for discussions with the Eligible Employee and, where relevant, the Eligible Employee's representative in accordance with subclause 13.6.

Where the organisational change may result in the Eligible Employee's position being made redundant, the provisions in subclause 24.2 will also apply.

(b) Other significant matters

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

(i) the duration of parental leave to be taken;

(ii) whether the Eligible Employee intends to return to work; and

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

(c) Change of address

The Eligible Employee will also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with subclause 24.1.

24.2 Redundancy – proposed termination of Employment

(a) Employer to write to Employee

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

(i) that the Eligible Employee is entitled to return to an available position for which the Eligible Employee is qualified and suited nearest in status and pay to the pre-parental leave position;

(ii) any available position/s for which the Employer believes the Eligible Employee may be qualified and suited, including those nearest in status and pay to the pre-parental leave position; and

(iii) In the event that:

A. the available position for which the Employee is qualified and suited nearest in status and pay to the pre-parental leave position is not a Comparable Role within the meaning of subclause 23.2(b); or

B. there is no available position as described at subclause 24.2(a)(iii)A;

the Eligible Employee may:

(1) continue the employment by electing to defer the commencement of the redeployment period in subclause 23.3 for the period of parental leave, including any extension agreed under subclause 67.14 (although nothing in this clause 24 stops a Comparable Role from being identified during parental leave, before the redeployment period); or

(2) consent to the termination of employment when the position is made redundant and receive the redundancy entitlements in accordance with subclause 23.8;

(iv) in the event that the Eligible Employee is informed by the Employer of a Comparable Role, the consequences under subclause 23.3(d)(Rejecting a Comparable Role) of not accepting a Comparable Role; and

(v) that the Eligible Employee is entitled to a representative which may be a Union representative.

(b) Eligible Employee to advise Employer in writing

(i) The Eligible Employee will advise the Employer in writing whether:

A. the Eligible Employee consents to the proposed termination of employment during the period of parental leave due to redundancy;

B. where applicable, the Eligible Employee accepts redeployment into the available position for which the Eligible Employee is qualified and suited nearest in status and pay to the pre-parental leave position; or

C. the Eligible Employee elects to defer the commencement of the redeployment period in subclause 23.3 (Redeployment) for the duration of parental leave;

(ii) within fourteen days of receiving the Employer's written advice outlined at subclause 24.2(a) or if that is not practicable, as soon as practicable.

(iii) The Employee will not be in breach of subclause 24.2(b)(i) if a failure to respond is reasonable in the circumstances.

(iv) At any time during the parental leave the Eligible Employee may advise the Employer in writing that they consent to the proposed termination of employment during the period of parental leave due to redundancy.

(c) Eligible Employee elects to remain employed

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

(d) Comparable Role does not affect length of parental leave

Where a Comparable Role or other position is accepted by the Employee the Employer will redeploy them to that role or position. In such a circumstance, the Employer will not require the Eligible Employee to vary the length of the parental leave and the Employee's right to request an extension to parental leave under subclause 67.14 is not affected.

Example:
An Eligible Employee's role is made redundant six (6) months through a 12-month period of parental leave. The Eligible Employee elects to defer the commencement of the redeployment period. A Comparable Role is accepted by the Eligible Employee. The Eligible Employee is entitled to return to the Comparable Role at the end of the 12-month parental leave period or a longer or shorter period as agreed. The Employer may fill the Comparable role on a temporary basis (such as fixed term) until the end of the Eligible Employee's parental leave.

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

(i) Where the Eligible Employee has not accepted a Comparable Role or other position before the conclusion of parental leave:

A. the Employer will advise the Eligible Employee in writing of any

available positions for which the Employee is qualified and suited, including those nearest in status and pay to the pre-parental leave position even if it is not a Comparable Role; and

B. the Employer will state whether, in its view, the available position is a Comparable Role.

(ii) Where the Eligible Employee does not wish to exercise the right to return to the available position, the Eligible Employee may elect to commence the redeployment period in subclause 23.3 or terminate the employment on the basis of redundancy.

(f) Calculation of payments

(i) Where an Eligible Employee's employment is terminated, in accordance with this clause 24, prior to returning to work from parental leave, any severance pay (including notice) and any other amount owing to the Employee will be based on the higher of:

A. the position the Eligible Employee held immediately before proceeding on parental leave; or

B. in the case of an Eligible Employee who transferred to a safe job pursuant to subclause 67.16, the position they held immediately before such transfer;

calculated at the hourly rate at the time the termination takes effect.

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

(ii) In the event that the Eligible Employee consents to the termination of employment due to redundancy during paid parental leave, the Eligible Employee will receive the full amount of paid parental leave and superannuation under subclauses 67.7 and 28.5.

(g) Resignation does not affect redundancy payment

Resignation by the Eligible Employee prior to returning to work does not affect the Employee's entitlement to a redundancy payment under subclause 23.8.

(h) Redeployment period

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

(i) the Employee has not consented to the proposed termination of their employment during the period of parental leave due to redundancy; and/or

(ii) the Eligible Employee has not accepted a Comparable Role or an available position for which the Eligible Employee is qualified and suited nearest in status and pay to the pre-parental leave position;

the redeployment period of 13 weeks in subclause 23.3 commences on the day after the Employee's parental leave ends.

25. Transition to Retirement

25.1 Employees may advise their Employer in writing of their intention to retire within the next five (5) years from their Employer and may participate in a transition to retirement arrangement.

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

(a) a flexible working arrangement (see clause 92);

(b) an individual flexibility agreement (see clause 12);

(c) an agreement in writing between the parties; or

(d) any combination of the above.

25.3 A transition to retirement arrangement may include but is not limited to:

(a) a reduction of working hours, i.e. part time employment;

(b) a job share arrangement; and/or

(c) working in a position at a lower status or rate of pay.

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

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

Example:

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

and/or;

(b) accepting appointment to a role that has a lower hourly rate of pay and/or reduced hours (**Post Transition Role**), in which case:

(i) the Employee will retain the accrual of LSL they had immediately prior to the reduction in their rate of pay and/or hours (**Preserved LSL**). Where LSL is taken, the Employee will be paid LSL hours at the wage rate and/or their hours of work prior to the Post Transition Role until the Preserved LSL hours are exhausted;

Examples:

1. An Employee's hourly rate of pay is reduced under this subclause 25.4(b) from $35 to $30. When the Employee takes LSL it will be paid at the rate of $35 per hour until the Preserved LSL is exhausted.
2. An Employee's hours of work are reduced under this subclause 25.4(b) from 32 hours per week to 24 hours per week. When the Employee takes LSL they will be paid for 32 hours of LSL per week until the Preserved LSL is exhausted.
3. An Employee's hourly rate of pay is reduced under this subclause 25.4(b) from $40 to $35 and their hours of work from 38 to 30 hours per week. When the Employee takes LSL it will be paid at the rate of $40 per hour and they will be paid for 38 hours of LSL per week until the Preserved LSL is exhausted.

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

PART D - WAGES

26. Wages and Wage Increases

26.1 Weekly rates of pay prescribed by the 2020 Agreement will be increased by the amounts set out below:

(a) 2% backdated to FFPPOA 1 March 2022;

(b) 2% effective from FFPPOA 1 March 2023;

(c) 2% effective from FFPPOA 1 March 2024; and

(d) 2% effective from FFPPOA 1 March 2025.

26.2 The rates as amended by this Agreement are set out at **Appendix 2** of this Agreement.

26.3 The above rates of pay will only come into operation on the approval of this Agreement by the Commission in accordance with the Act.

26.4 To reduce the likelihood of undertakings required to be given to the Commission, some rates of pay have had additional minor increases applied to them above the Award wage. These are identified in **Appendix 2** of the Agreement with an asterisk symbol.

26.5 Translation of some Chief and Deputy Chief rates

An Employee who, immediately prior to the commencement of this Agreement, held a position that subclause 28.4 of the 2020 Agreement applied to because they were classified under the 2011 Agreement at:

(a) Chief Grade 2 and the Employee was at the Year 2 increment;

(b) Medical Imaging Technologist Deputy Chief Grade 2 and the Employee was at the Year 2 increment;

(c) Chief Grade 4; or

(d) Medical Imaging Technologist Deputy Chief Grade 4;

will receive the weekly rates of pay specified below:

RELEVANT CHIEF & DEPUTY CHIEF CLASSIFICATIONS	CURRENT RATE	RATE EFFECTIVE FFPPOA 1 March 2022	RATE EFFECTIVE FFPPOA 1 March 2023	RATE EFFECTIVE FFPPOA 1 March 2024	RATE EFFECTIVE FFPPOA 1 March 2025
Chief Grade 2 Year 2 *	$2,184.70	$2,276.40	$2,321.90	$2,368.30	$2,415.70
Medical Imaging Technologist Deputy Chief Grade 2 Year 2	$2,168.90	$2,212.30	$2,256.50	$2,301.70	$2,347.70
Chief Grade 4	$2,524.40	$2,574.90	$2,626.40	$2,678.90	$2,732.50

Medical Imaging Technologist Deputy Chief Grade 4	$2,524.40	$2,574.90	$2,626.40	$2,678.90	$2,732.50

*This rate is the same rate as AHP1 Grade 3 Year 4B.

28A. Patience in Bargaining Payment

This clause 28A applies to full-time, part-time, fixed term and casual Employees.

28A.1 All Employees who were employed by an Employer upon commencement of this Agreement will be entitled to a once-off 'Patience in Bargaining' lump-sum payment calculated as 2.0% of the Employee's ordinary earnings (which in the case of a casual Employee includes their 25% casual loading) for the period 28 November 2021 to 28 February 2022.

28A.2 The payment in subclause 28A.1 is payable once this Agreement comes into operation following the approval of this Agreement by the Commission in accordance with the Act.

28B. Top of Band Payment

This clause 28B applies to full-time, part-time, fixed term and casual Employees.

28B.1 Employees at the highest increment within their grade/level/class (see subclause 28B.2) will be entitled to a Top of Band Payment calculated as 0.3% of the annual full-time salary for that classification, payable in accordance with the following table:

Eligibility Date	Payable
Employee employed on 1 March 2022	Once this Agreement comes into operation following the approval of this Agreement by the Commission in accordance with the Act
Employee employed on 1 March 2023	FFPPOA 1 March 2023
Employee employed on 1 March 2024	FFPPOA 1 March 2024
Employee employed on 1 March 2025	FFPPOA 1 March 2023

28B.2 The payment in subclause 28B.1 applies to the following classifications:

Classifications
AHP1 - Grade 2, Year 4 AHP1 - Grade 3A, Year 4 AHP1 - Grade 3, Year 4 AHP1 – Grade 3, Year 4B

AHP1 - Grade 5
AHP1 - Grade 6
AHP1 - Grade 7
AHP1 - Radiation Therapy Technologist (Radiation Therapist), Grade 2, Year 5 (1 March 2022 payment only)
AHP1 - Radiation Therapy Technologist (Radiation Therapist), Grade 2, Year 4 (1 March 2023, 1 March 2024 and 1 March 2025 payments only)
AHP1 - Radiation Therapy Technologist (Radiation Therapist), Grade 3A, Year 4
AHP1 - Radiation Therapy Technologist (Radiation Therapist), Grade 3, Year 4
AHP1 - Radiation Therapy Technologist (Radiation Therapist), Grade 5, Level 1
AHP1 - Radiation Therapy Technologist (Radiation Therapist), Grade 5, Level 2
AHP1 - Radiation Therapy Technologist (Radiation Therapist), Grade 6, Level 1
AHP1 - Radiation Therapy Technologist (Radiation Therapist), Grade 6, Level 2
AHP1 - Radiation Therapy Technologist (Radiation Therapist), Grade 7, Level 1
AHP1 - Radiation Therapy Technologist (Radiation Therapist), Grade 7, Level 2
AHP1 - Sonographer, Grade 2, Year 3
AHP1 - Sonographer, Grade 3, Year 4
AHP1 - Sonographer, Grade 5
AHP1 - Sonographer, Grade 6
AHP1 - Sonographer, Grade 7
AHP1 – Chief Grade 2, Year 2 (preserved rate under subclause 28.4)
AHP1 – Medical Imaging Technologist Deputy Chief, Grade 2, Year 2 (preserved rate under subclause 28.4)
AHP 2 – Biomedical Technologist, Grade 1, Year 4
AHP 2 – Biomedical Technologist, Grade 2, Year 5
AHP 2 – Biomedical Technologist, Grade 3, Year 4
AHP 2 – Biomedical Technologist, Grade 4, Year 4
AHP 2 – Child Psychotherapist, Level 1, Year 7
AHP 2 – Child Psychotherapist, Level 2, Year 5
AHP 2 – Child Psychotherapist, Level 3, Year 3
AHP 2 – Child Psychotherapist, Level 4, Year 3
AHP 2 – Client Advisor/Rehabilitation Consultant, Grade 1, Year 6
AHP 2 – Client Advisor/Rehabilitation Consultant, Grade 2, Year 4
AHP 2 – Client Advisor/Rehabilitation Consultant, Grade 3, Year 3
AHP 2 – Client Advisor/Rehabilitation Consultant, Grade 4, Year 3
AHP 2 – Community Development Worker, Class 1, Year 4
AHP 2 – Community Development Worker, Class 2A, Year 11
AHP 2 – Community Development Worker, Class 2AB, Year 11
AHP 2 – Community Development Worker, Class 2B, Year 7
AHP 2 – Community Development Worker, Class 3, Year 4
AHP 2 – Dental Prosthetist, Grade 1, Year 3 (prior to commencement of this Agreement 1 March 2022 payment only, after which AHP1 payments apply)
AHP 2 – Dental Technician, Level 1, Year 3
AHP 2 – Dental Technician, Level 2, Year 4
AHP 2 – Dental Technician, Level 3, Year 3
AHP 2 – Dental Technician, Dental Laboratory Manager, Year 3
AHP 2 – Mechanical Officer, Grade 1, Year 2
AHP 2 – Mechanical Officer, Grade 2, Year 4
AHP 2 – Mechanical Officer, Deputy Chief (Grade 3), Year 2
AHP 2 – Mechanical Officer, Chief (Grade 4)
AHP2 – Medical Laboratory Technician, Grade 1, Year 8
AHP2 – Medical Laboratory Technician, Grade 2, Year 5
AHP2 – Radiation Engineer, Radiation Imaging Technician (Grade 1)
AHP2 – Radiation Engineer, Grade 1, Year 2

AHP2 – Radiation Engineer, Grade 2, Year 4
AHP2 – Radiation Engineer, Grade 3, Year 4
AHP2 – Radiation Engineer, Grade 4, Year 3
AHP2 – Radiation Engineer, Deputy Chief, Year 4
AHP2 – Radiation Engineer, Chief
AHP2 – Renal Dialysis (Clinical Renal Physiologist)/Medical Technician, Grade 1, Year 6
AHP2 – Renal Dialysis Technician (Clinical Renal Physiologist), Grade 2, Year 4
AHP2 – Research Scientist, Level A, SNR RESEARCH ASST 2
AHP2 – Research Scientist, Level B, SNR RESEARCH OFFR 8
AHP2 – Research Scientist, Level C, SNR RESEARCH FELLOW 6
AHP2 – Research Scientist, Level D, PRINCIPAL SNR FELLOW 4
AHP2 – Research Scientist, Level E, SNR PRINCIPAL RES FELLOW
AHP 2 – Technical Officer, Grade 1, Year 4
AHP 2 – Technical Officer, Grade 2, Year 5
AHP 2 – Technical Officer, Grade 3, Year 4
AHP 2 – Technical Officer, Grade 4, Year 4
AHP2 – Welfare Worker, Unqualified, Year 7
AHP2 – Welfare Worker, Class 1, Year 7
AHP2 – Welfare Worker, Class 2, Year 5
AHP2 – Welfare Worker, Class 2A, Year 5
AHP2 – Welfare Worker, Class 3, Year 3
AHP2 – Welfare Worker, Class 3A, Year 5
AHP2 – Welfare Worker, Class 4, Year 3
AHP2 – Welfare Worker, Class 4A, Year 5
AHP2 – Youth Worker, Class 1, Year 7
AHP2 – Youth Worker, Class 2, Year 5
AHP2 – Youth Worker, Class 2A, Year 5
AHP2 – Youth Worker, Class 3, Year 3
AHP2 – Youth Worker, Class 3A, Year 5
AHP2 – Youth Worker, Class 4, Year 3

28B.3 The payment at subclause 28B.1 will be pro rata for:

(a) part-time Employees (including fixed-term Employees who work part-time hours); and

(e) casual Employees, based on their average ordinary hours over the 6-month period (or lesser period if they have been employed for less than 6-months) immediately prior to the relevant eligibility date.

28B.4 The full-time Employee (including the amount for fixed-term Employees who work full-time hours) payment amounts have been calculated and are included in **Appendix 3.**

28C. Skills and Incentive Payment

This clause 28C applies to full-time, part-time and fixed term Employees. It does not apply to casual Employees.

28C.1 Full-time Employees (including the amount for fixed-term Employees who work full-time hours) will be entitled to an annual Skills and Incentive payment in accordance with the following table:

Payment Amount	Eligibility Date	Payable
$500	Employee employed on 1 March 2022	Once this Agreement comes into operation following the approval of this Agreement by the Commission in accordance with the Act
$750	Employee employed on 1 March 2023	FFPPOA 1 March 2023
$750	Employee employed on 1 March 2024	FFPPOA 1 March 2024
$1000	Employee employed on 1 March 2025	FFPPOA 1 March 2025

28C.2 The payment amounts at subclause 28C.1 will be paid pro rata for part-time Employees (including fixed-term Employees who work part-time hours).

27. Payment of Wages

27.1 Frequency of payment

(a) The pay period will be weekly or fortnightly.

(b) Wages will be paid not later than Thursday following the end of the pay period.

27.2 Method of payment

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

27.3 Employee records

(a) Payslip

(i) On or prior to pay day, the Employer will provide each Employee with a pay slip.

(ii) The payslip will include the information required by the Act and *Fair Work Regulations 2009,* including but not limited to specifying:

A. the period to which the pay slip relates;

B. the amount of wages to which the Employee is entitled;

C. if an amount was deducted from the gross amount of the payment, the name and number of the fund or account into which the deduction was paid; and

D. the net amount for each payment.

(iii) To the extent reasonably practicable, payslips will record an Employee's accrued annual leave, ADOs and personal/carer's leave or such information will be readily accessible through some other electronic alternative.

(iv) Where the Employer introduces a new payroll system, the Employer will where possible ensure that this system provides Employee's with their accrued annual leave, ADOs and personal/carer's leave on their payslip

or be available through some other readily accessible electronic alternative.

(b) Records

The Employer will comply with its obligations under the Act and *Fair Work Regulations 2009* with respect to record keeping, including but not limited to:

(i) a requirement to keep a record that sets out any leave the Employee takes and the balance (if any) of the Employee's entitlement to that leave from time to time;

(ii) the inspection and copying of an Employee record by the Employee or former Employee to whom the record relates; and

(iii) the requirement to keep accurate Employee records.

27.4 Deductions

Any deductions from an Employee's pay must be in accordance with section 324 of the Act.

27.5 Payment on Termination

(a) When an Employee's employment has been terminated by the Employer with notice, payment of all wages and other monies owing to an Employee will be made to the Employee on or before the final day of work of the Employee.

(b) Where the Employer terminates the Employee's employment without notice, payment of all wages and other monies owing to the Employee will made to the Employee within two (2) business days of termination of employment.

(c) When an Employee terminates their employment, payment of all wages and other monies owing to an Employee will be made as soon as practicable but not later than the ordinary pay day following the end of employment.

27.6 Certificate of Service on Termination

A certificate of service (or a similar form) including the information at **Appendix 6** will be provided to the Employee wherever practicable within 14 days of the date of termination but not greater than 21 days after termination, including where a full or part time Employee terminates employment and becomes a casual Employee.

28. Superannuation

The subject of superannuation is dealt with extensively by federal legislation which prescribes the obligations and entitlements regarding superannuation. This clause 28 is ancillary to and supplements those provisions.

28.1 Definitions

In this clause 28:

(a) **Default Fund** means the Aware Super (or any successor) while it provides a "MySuper product" as defined by the Act.

(b) **Preferred Superannuation Fund** means a fund that meets the definition of a superannuation fund in the *Superannuation Guarantee (Administration) Act 1992* (Cth).

(c) **Industry Superannuation Fund** means a complying superannuation fund, as defined in the *Superannuation Industry (Supervision) Act 1993*, that:

(i) has twenty or more participating employers;

(ii) excluding any independent directors, provides for half of the trustee board to be comprised of employee representatives and/or nominated by one or more trade unions and half of the trustee board to be comprised of representatives of participating employers; and

(iii) operates on a "not for profit" basis.

28.2 Superannuation contributions

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

(a) **HESTA** (Health Employees Superannuation Trust of Australia) or successor;

(b) **Aware Super** (Aware Super Pty Ltd), or successor;

(c) the Employee's preferred superannuation fund where it is an Industry Superannuation Fund; or

(d) where relevant superannuation legislation requires choice of superannuation fund in an enterprise agreement, any other Preferred Superannuation Fund nominated by the Employee.

28.3 New Employee does not nominate fund

If the Employee does not nominate a fund, the Employer will pay the Employee's superannuation contributions to the Default Fund, or where required by superannuation legislation to the Employee's stapled superannuation fund.

28.4 Calculation of superannuation contributions

(a) Superannuation contributions paid by the Employer will be calculated and paid on:

(i) ordinary time earnings as defined in the *Superannuation Guarantee (Administration) Act 1992* (Cth), calculated on the Employee's pre salary packaging earnings;

(ii) any additional amounts consistent with the trust deed of the superannuation fund; and

(iii) a period of paid parental leave until 6 July 2022 in accordance with subclause 30.5(b) of the 2020 Agreement, after which superannuation shall be paid on parental leave (paid and unpaid) in accordance with subclause 28.6.

28.5 Employee Contributions

Subject to the terms of the relevant trust deed of the superannuation fund, an Employee may make additional contributions to their chosen superannuation

fund and upon receiving written authorisation from the Employee, the Employer will deduct such contributions from an Employee's salary and will forward such contributions to the chosen fund.

28.6 Superannuation during parental leave – from 7 July 2022

From 7 July 2022, the Employer will make superannuation contributions throughout any period of parental leave, paid or unpaid. Such contributions will be calculated as follows:

(a) the Employee's ordinary time earnings as defined in the *Superannuation Guarantee (Administration) Act 1992* (Cth) calculated on the Employee's pre-salary packaging earnings and any additional amounts consistent with the trust deed of the superannuation fund over 26 full pay periods (that is over 52 weeks) immediately prior to commencing parental leave and divided by 52 (**Weekly Parental Leave Super Contribution**);

(b) the Weekly Parental Leave Super Contribution will be paid during each week of Parental Leave (both paid and unpaid) save that:

(i) the Employee will receive a pro rata payment for a period less than one (1) week; and

(ii) where, during the period of parental leave (either paid or unpaid), the Employee's rate of pay increases under subclause 26.1, the Employee's pre-salary packaging earnings as calculated above will be increased accordingly from the relevant date and superannuation paid on the increased amount.

29. Salary Packaging

29.1 An Employee is entitled to salary package the current salary specified in **Appendix 2** in accordance with the Employer's policy. The Employer will maintain a salary packaging policy (which may be through an external provider).

29.2 The Employee will compensate the Employer from within their salary for any Fringe Benefits Tax (**FBT**) incurred as a consequence of the Employee's requested salary packaging arrangement. Where the Employee chooses not to pay any of the costs associated with their salary packaging, the Employer may cease the Employee's salary packaging arrangements.

29.3 The Employee may elect to convert the amount packaged (or part) to salary for any reason, including where salary packaging ceases to be an advantage to the Employee because of subsequent changes to FBT legislation. Any costs associated with the conversion to salary will be borne by the Employee and the Employer will not be liable to make up any benefit lost as a consequence of an Employee's decision to convert to salary.

29.4 The Employee will be responsible for all costs associated with the administration of their salary packaging arrangements, provided that such costs will be confined to reasonable commercial charges as levied directly by the external salary packaging provider and/or in-house payroll service (as applicable), as varied

from time to time. The Employer will notify the Employee where the charges levied are varied.

29.5 Employees who are considering salary packaging should seek independent financial advice. The Employer will not be responsible for the cost or outcome of any such advice.

29.6 Superannuation contributions paid by the Employer into an approved Fund will be calculated on the Employee's pre-packaged rate of pay.

30. Accident Pay

30.1 Subject to this clause 30, where an Employee is receiving a weekly payment of compensation in respect of an incapacity under the WIRC Act, the Employee will receive accident make up pay equal to the ordinary time earnings they would ordinarily receive, less the amount of weekly compensation.

30.2 Accident make up pay will only be payable to an eligible Employee whilst that Employee remains in the employment of the Employer.

30.3 An Employer is not liable to pay accident make up pay:

(a) in relation to an incapacity which occurred during the first two (2) weeks of the employment unless such incapacity continues beyond the first two (2) weeks of employment in which case the maximum period of payment of accident make up pay will apply only to the period of incapacity after the first two (2) weeks;

(b) in relation to any injury, during the first five (5) normal working days of incapacity. However, an Employee who contracts an infectious disease in the course of duty is entitled to receive workers' compensation therefore will receive accident pay from the first day of incapacity;

(c) for any period that weekly payments under the WIRC Act cease;

(d) whilst the Employee is on any other paid leave provided for in this Agreement;

(e) unless the Employee has given notice in writing to the Employer of an injury as soon as practicable after the occurrence of the injury;

(f) upon the death of the Employee.

30.4 The maximum period or aggregate periods of accident make up pay for which the Employer is liable under this clause 30 is 39 weeks for any one injury.

PART E – ALLOWANCES AND REIMBURSEMENTS

33. Increases to Allowances

33.1 The following allowances:

(a) the uniform allowance in clause 41;

(b) the laundry allowance in clause 41;

(c) the lead apron allowance in clause 44A;

(d) the meal allowance in subclause 33.1;

(e) the shift allowances in clause 38;

(f) CATT on-call allowance in subclause 51.2; and

(g) the change of shift allowance in clause 36, save that the rate applicable from 1 March 2022 includes the first increase at subclause clause 26.1(a) (Wage Increases);

will be increased in accordance with the wage increases in subclause 26.1.

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

31. Sole Allowance

31.1 An Employee who is the only person employed in one of the below listed classifications, will be paid, in addition to their appropriate rate, an allowance per week of the amount specified in **Appendix 3** of this Agreement:

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

*Note: The current sole allowance rate in **Appendix 3**, before any increases were applied, was calculated as 5% of the weekly wage of AHP1 Grade 1, Year 1 in the 2020 Agreement.*

32. Higher Qualifications Allowance

32.1 An Employee who holds an additional post graduate qualification which is of direct relevance to their current position or functional work area, will be paid an allowance of 7.5% of the AHP1 Grade 1, Year 2 rate.

32.2 An Employee who holds a doctorate which is of direct relevance to their current position or functional work area will be paid an allowance of 10% of the AHP1 Grade 1, Year 2 rate.

32.3 An Employee who receives an allowance under subclause 32.2 above cannot also receive an allowance under subclause 32.1 above.

32.4 The higher qualifications allowance is to be paid during all periods of leave except sick leave beyond 21 days and long service leave.

32.5 Definitions

(a) A **post graduate qualification** includes a qualification that has been assessed as a Bachelor Honours Degree, Graduate Certificate, Graduate Diploma or Masters Degree (or equivalent to any of these) under the Australian Qualifications Framework level 8 or 9 criteria.

(b) A **doctorate** includes a qualification that has been assessed as a Doctorate (or equivalent) under the Australian Qualifications Framework level 10 criteria.

(c) For the avoidance of doubt, **additional post graduate qualification** in subclause 32.1 means a post graduate qualification held by the Employee that is in addition to the minimum qualification that is required to enable them entry into the relevant profession under the Agreement. It is not a post graduate qualification held by an Employee that is the only qualification they hold that allows them entry into the profession under the Agreement.

33. Allowances Related to Overtime and On-call

33.1 Meal Allowance

(a) Meals Allowance Where Overtime Worked

(i) Except as provided at subclause 33.1(b), an Employee who works overtime (including re-call) will be paid the meal allowance specified at **Appendix 3** where the Employee works:

A. more than one (1) hour of overtime after the end of a rostered shift; or

B. more than two (2) hours overtime when they have been recalled to duty; and/or

(ii) where the overtime or recall to duty exceeds four (4) hours, the Employee will be paid the meal allowance specified at **Appendix 3**, which is in addition to the meal allowance specified in subclause 33.1(a)(i)

(b) Meal Allowance Where Overtime Worked – Exception

The meal allowance provisions in subclause 33.1(a) above will not apply where a meal suitable to the Employee's dietary requirements (for example, any allergy, religious or other dietary requirements) is supplied to the Employee at the Employer's expense.

33.2 On-call Allowance

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

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

33.3 Telephone Allowance

(a) Where the Employer requires an Employee to purchase, install and/or maintain a telephone, whether it be a land-line or a mobile phone, for the purposes of:

(i) being on-call; and/or

(ii) undertaking home visits (as described at subclause 101.9);

the Employer will reimburse the purchase or installation costs and the subsequent rental charges or mobile phone charges on production of receipted accounts.

(b) In lieu of paying an Employee the telephone allowance, an Employer may provide an Employee with a mobile phone for the purposes of being on-call and pay any costs and charges associated with it.

34. Higher Duties Allowance

Note: An individual Employee does not need to perform the duties of the Absent Employee/Vacant Position for the entire period of the absence/vacancy in order to access the higher duties allowance.

34.1 An Employee (**Relieving Employee**) who is engaged in performing the duties of:

(a) another employee (**Absent Employee**) on a higher classification who is absent for five (5) days or more; or

(b) a position that is vacant (**Vacant Position**) that is at a higher classification that is vacant for five (5) days or more;

will receive the higher duties allowance in accordance with this clause 34.

34.2 The higher duties allowance will be paid as follows:

(a) where the Absent Employee / Vacant Position is classified under this Agreement;

(i) not less than the minimum rate prescribed for the classification applying to the Absent Employee/ Vacant Position; or

(ii) for those classifications listed in subclause 34.5, where the Relieving Employee is at the top increment of their Grade/Level/Class, the rate set out in that subclause;

(b) where the Absent Employee / Vacant Position is not classified under this Agreement but there is a classification under this Agreement which would apply to the work performed if the Absent Employee / Vacant Position was covered by this Agreement:

(i) not less than the minimum rate prescribed for that equivalent classification under this Agreement; or

(ii) for those classifications listed in subclause 34.5, where the Relieving Employee is at the top increment of their Grade/Level/Class, the rate set out in that subclause;

(c) where the Absent Employee / Vacant Position is not classified under this Agreement and subclause 34.2(b) above does not apply, 10% of the Relieving Employee's base rate;

even where the period the Relieving Employee is required to assume the duties of the Absent Employee/Vacant Position is less than five (5) days.

Example 1

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

Example 2

A Grade 2 Employee has ceased their employment with the Employer. Until the position is filled, three (3) Grade 1 Employees are engaged in performing the duties of the vacant Grade 2 position, one for two (2) days, one for two (2) days and one for one (1) day. Each Grade 1 Employee would be entitled to the higher duties allowance.

34.3 The Relieving Employee is entitled to have the higher duties allowance in this clause 34 paid whilst they are on any period of paid leave if:

(a) they will be engaged in performing the duties of the Absent Employee/Vacant Position when they return to work from the paid leave; and

(b) the Employer is not paying another employee a higher duties allowance as a result of the Relieving Employee's absence.

34.4 An Employee may refuse to be engaged to perform higher duties.

34.5 Different Payment to that in subclause 34.2

(a) Where a Relieving Employee is in a profession at the top increment of their Grade/Level/Class outlined in Column A & B, instead of the minimum rate specified in subclause 34.2(a)(i) or (b)(i), they will be paid not less than the rate applying to the classification outlined in Column C.

Column A	Column B	Column C
Profession	**Employees Substantive Classification**	**Higher Duties Classification**
AHP 1: • Art Therapists • Cardiac Technologists (Cardiac Physiologists) • Dental Prosthetists • Exercise Physiologists • Health Information Managers (Medical Records Administrators) • Health Promotion Officers (Health Promotion Practitioners) • Medical Imaging Technologists (Radiographers) • Medical Librarians • Music Therapists • Nuclear Medicine Technologists • Occupational Therapists • Orthoptists • Orthotist/Prosthetists • Photography/Illustrator (Medical Photographer or Illustrator) • Physiotherapists • Play Therapists (Child Life Therapists) • Podiatrists • Recreation Therapists • Social Workers • Speech Pathologists	Grade 2, Year 4	Grade 3, Year 2
Radiation Therapy Technologists (Radiation Therapists)	Grade 2, Year 4	Grade 3, Year 2
Biomedical Technologist	Grade 1, Year 4	Grade 2, Year 2
	Grade 2, Year 5	Grade 3, Year 3
	Grade 3, Year 4	Grade 4, Year 2
Child Psychotherapists	Level 2, Year 5	Level 3, Year 2
	Level 3, Year 3	Level 4, Year 2
Mechanical Officers	Grade 1, Year 2	Grade 2, Year 2
Medical Laboratory Technician	Grade 1, Year 8	Grade 2, Year 3
Renal Dialysis (Clinical Renal Physiologists)/Medical Technicians	Grade 1, Year 6	Grade 2, Year 2
Research Technologists (Research Scientists)	Level A (1), SNR RESEARCH ASST 2	Level B (2), SNR RESEARCH OFFR 3

	Level B (2), SNR RESEARCH OFFR 8	Level C (3), SNR RESEARCH FELLOW 3
Technical Officer	Grade 1, Year 4	Grade 2, Year 2
	Grade 2, Year 5	Grade 3, Year 2
	Grade 3, Year 4	Grade 4, Year 2
Community Development Worker	Class 1, Year 4	Class 2A, Year 4
	Class 1, Year 4	Class 2AB, Year 3
	Class 2A, Year 11	Class 2B, Year 5
	Class 2A, Year 11	Class 3, Year 2
	Class 2AB, Year 11	Class 2B, Year 5
	Class 2AB, Year 11	Class 3, Year 2
	Class 2B, Year 7	Class 3, Year 4
Welfare Worker	Unqualified, Year 7	Class 1, Year 4
	Class 1, Year 7	Class 2, Year 3
	Class 2, Year 5	Class 3, Year 3
	Class 2A, Year 5	Class 3A, Year 5
	Class 3, Year 3	Class 4, Year 2
	Class 3A, Year 5	Class 4A, Year 5
	Class 4, Year 3	Class 4A, Year 4
Youth Worker	Class 1, Year 7	Class 2, Year 5
	Class 2, Year 5	Class 2A, Year 2
	Class 2, Year 5	Class 3, Year 3
	Class 2A, Year 5	Class 3A, Year 5
	Class 3, Year 3	Class 3A, Year 3
	Class 3, Year 3	Class 4, Year 2

Note: the information in the above table is to give effect to the principle that an Employee engaged in performing higher duties is paid at a rate immediately above the rate of pay for their substantive position when engaged in performing higher duties in the above scenarios.

35. Shift Work Allowance

35.1 In addition to any other rates prescribed elsewhere in the Agreement, an Employee whose rostered hours of ordinary duty finish between 6.00 p.m. and 8.00 a.m. or commence between 6.00 p.m. and 6.30 a.m. will be paid the amount specified in **Appendix 3** per rostered period of duty**.**

*Note: The current shift work allowance rates in **Appendix 3**, before any increases were applied, were calculated as 2.5% of the weekly wage of the rate applicable to first year of experience after qualifications in the 2020 Agreement, save that some shift allowances as per subclauses 38.1(a)-(g) of the 2020 Agreement were higher.*

35.2 Provided that in the case of an Employee working on any rostered hours of ordinary duty finishing on the day after commencing duty or commencing after midnight and before 5.00 a.m. they will be paid for any such period of duty the amount specified in **Appendix 3** for 'night shift'.

35.3 The allowances payable pursuant to this clause 35 will be calculated to the nearest five (5) cents, portions of a cent being disregarded.

36. Change of Shift Allowance

36.1 An Employee who changes from working on one shift (**first shift**) to working on another shift (**second shift**) and the time of commencement of the second shift differs by four (4) hours or more from the first shift, will be paid a change of shift allowance of the amount specified in **Appendix 3** of this Agreement for each such change except as provided at subclauses 36.2 and 36.3 below.

36.2 Exception – two contracted positions

The change of shift allowance is not payable where an Employee holds two (2) contemporaneous, contracted, different positions with the same Employer and moving between those positions results in a change of shift pattern that would ordinarily invoke a change of shift allowance payment.

36.3 Exceptions – Employee requests change and 2 weeks off duty

The change of shift allowance is not payable where:

(a) the Employee requests a change to the roster which creates a change of shift as described in subclause 36.1; or

(b) there is at least two (2) weeks of continuous approved leave between the relevant shifts which creates a change of shift as described in subclause 36.1.

36.4 The allowances payable pursuant to this clause 36 will be calculated to the nearest five (5) cents, portions of a cent being disregarded.

37. Sleepover Allowance

37.1 The sleepover allowance provisions under the 2020 Agreement have ceased to apply.

37.2 Where an Employer requires an Employee to sleepover on the Employer's premises, see subclause 44.7 for the applicable payment.

38. Travelling Allowance

38.1 Rates

The travelling allowance rates are as follows:

Engine capacity		Cents per kilometre
Ordinary car	**Rotary engine car**	
1600cc (1.6 litre) or less	800cc (0.8 litre) or less	65 cents
1601cc - 2600cc (1.601 litre - 2.6 litre)	801cc - 1300cc (0.801 litre - 1.3 litre)	76 cents
2601cc (2.601 litre) and over	1301cc (1.301 litre) and over	77 cents

38.2 Travel - Recall

(a) An Employee required to use their vehicle for transport from home to place of work and return outside of normal hours will receive the allowance at subclause 38.1 for each kilometre travelled.

(b) At the Employee's request, an Employee who is recalled to the Employer's premises for any purpose will be provided with transport (i.e. taxi or hire car) for the outward and return journeys and the Employer will be responsible for the cost.

38.3 Travel during normal working hours

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

(a) provided with transport by the Employer and the Employer will be responsible for the cost; or

(b) where the Employee agrees to use their own vehicle, receive the allowance at subclause 38.1 for each kilometre travelled on Employer business.

38.4 Reimbursement

(a) Approved fares incurred by an Employee in the performance of their duty will be reimbursed by the Employer.

(b) Any road tolls reasonably incurred by an Employee when using the Employee's own vehicle under subclause 38.2 or 38.3, will be reimbursed by the Employer upon the production of appropriate evidence.

38.5 Parking

An Employee undertaking travel under this clause 38 will be reimbursed for the cost of parking if that cost is incurred as a result of that travel.

39. Travel – Payment

39.1 Where an Employee is required to travel on Employer business, or undertake travel that attracts the working away from home allowance in clause 40 (Working Away From Home), the time spent travelling will be treated as time worked and paid as:

(a) ordinary time (where travel is during ordinary hours); and/or

(b) overtime (where travel is outside ordinary hours);

in accordance with this Agreement.

Example 1:

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

Example 2:

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

42A. Travelling and Relocation

This clause concerns payment only and is not intended to exclude the requirements of clause 13 (Consultation) or 23 (Redundancy and Related Entitlements) or create a new right to be directed to work at another location.

42A.1 In this clause 42A **Base Employment Campus** means a Campus of the Employer at which the Employee ordinarily starts and finishes work.

42A.2 Where an Employee is required by the Employer to temporarily relocate from their Base Employment Campus to another Campus **during** a shift, the Employee will be paid the travel allowance at subclause 38.1.

For the avoidance of doubt, the travel will occur within paid time.

42A.3 Where an Employee is required by the Employer to temporarily relocate from their Base Employment Campus to another Campus prior to a shift, the Employee will:

(a) be reimbursed for any additional travelling cost to the Employee (where applicable) excluding time spent travelling (which is addressed at subclause 42A.6 below); and

(c) where travel time increases by 15 minutes or greater (to and return) be paid an allowance equal to the Employee's ordinary rate for the additional time spent when compared to the Employee's travel time to the Base Employment Campus.

Nothing in this subclause 42A.6 prevents an Employer requiring the travel to occur within the rostered shift.

42A.4 Where an Employee is required by the Employer to permanently relocate from their Base Employment Campus to another Campus as a result of redundancy, the Employee will be reimbursed for additional travel costs (where applicable) in accordance with subclause 23.7 of this Agreement (Relocation).

42A.5 For the avoidance of doubt, nothing in this clause 42A limits the obligations regarding redundancy contained at clause 23 of this Agreement.

42A.6 Where an Employee's position is required by the Employer to permanently relocate from their Base Employment Campus to another Campus and the Employee's position is not redundant, the Employee will be reimbursed for additional travel costs (where applicable) in accordance with subclauses 23.7(b) to (f) of this Agreement.

42A.7 For the avoidance of doubt, where this is a result of a Major Change, the terms of clause 13 will apply, save that the Employer will not be required to take additional steps to mitigate or avert the cost of the relocation.

42A.8 This clause 42A does not apply to:

(a) an Employee whose role goes across campuses;

(d) Employees who genuinely choose to work across different campuses and it is not a requirement of the Employer, such as where an Employee elects to pick up an additional shift/s on another Campus on a permanent or ad hoc basis; or

(e) Casual Employees.

40. Working Away from Home

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

(a) pay the Employee the higher of the following:

(i) 2.5% of the AHP1 Grade 1, Year 1 rate per overnight period between Monday and Friday; or

(ii) 5% of the AHP1 Grade 1, Year 1 rate per overnight period that includes a Saturday, Sunday or Public Holiday; and

(b) pay for all reasonably incurred expenses in respect to fares, meals and accommodation.

40.2 Exception

Subject to subclause 33.1, this clause 40 does not apply where an Employee voluntarily chooses for personal reasons to stay in the location prior to or after the day on which the Employee is required to work by the Employer.

41. Uniform and Laundry Allowance

41.1 Where the Employer requires an Employee to wear any special clothing or uniform, the Employer must reimburse the Employee for the cost of purchasing such special clothing or uniform. The provisions of this subclause 41.1 do not apply where the special clothing or uniform is paid for by the Employer.

41.2 Notwithstanding subclause 41.1 above, the Employer may, by agreement with the Employee, pay a uniform allowance at the daily or weekly rate set out in **Appendix 3** (whichever is the lesser amount in total) when the Employee is expected to provide their own uniforms or coats. When such Employee's uniforms or coats are not laundered by or at the expense of the Employer, the Employee will be paid a laundry allowance at the daily or weekly rate set out in **Appendix 3** (whichever is the lesser amount in total).

44A. Lead Apron Allowance

44A.1 From the 7 July 2022, an Employee who is required as part of their usual duties to wear a lead apron, even where they do not wear a lead apron regularly or only

wear it periodically, is to be paid the Lead Apron Allowance in **Appendix 3** for each shift or part thereof on which the lead apron is worn.

Example

A Speech Pathologist is required as part of their usual duties to perform video fluoroscopy when the need arises and as such wears a lead apron when performing this. Even if the Speech Pathologist does not regularly perform video fluoroscopy and thus does not regularly wear a lead apron, or only does this periodically, they would still be entitled to the lead apron allowance on the days they perform video fluoroscopy and wear a lead apron.

42. Damaged Clothing Allowance

42.1 Where an Employee, in the course of their employment, suffers any damage to or soiling of clothing or other personal effects, (excluding female hosiery), the Employer will be liable for the replacement, repair or cleaning of such clothing or personal effects provided immediate notification is given of such damage or soiling.

42.2 This clause 42 will not apply in a case where the damage or soiling is occasioned by the negligence of the Employee.

43. Supervisor Allowance – Medical Technician and Renal Dialysis Technician (Clinical Renal Physiologist) Only

43.1 A Medical Technician appointed to be responsible for supervising the work of other Medical Technicians will be paid at the rate of 7.5% of the rate of a Medical Technician at the fourth year of experience.

43.2 A Renal Dialysis Technician (Clinical Renal Physiologist) appointed to be responsible for supervising the work of other Renal Dialysis Technicians (Clinical Renal Physiologists) and/or in charge of a section or annexe of the service will be paid at the rate of 7.5% of the rate of a Renal Dialysis Technician (Clinical Renal Physiologist) at the fourth year of experience.

PART F – HOURS OF WORK AND RELATED MATTERS

44. Hours of Work

44.1 The hours for an ordinary week's work will be:

(a) 38;

(b) an average of 38 per week in a two (2) or four (4) week period; or

(c) by mutual agreement, an average of 38 per week in a five (5) week period in the case of an Employee working ten hour shifts.

44.2 The hours for an ordinary week's work will be worked either:

(a) subject to clause 45 (Accrued Days Off), in 152 hours per four (4) week period worked as nineteen shifts each of eight (8) hours; or

(b) by mutual agreement:

(i) in four (4) days in shifts of not more than ten hours each; or

(ii) otherwise, provided that the length of any ordinary shift will not exceed ten hours.

44.3 Subject to the roster provisions, 80 ordinary hours may be worked in any two (2) consecutive weeks, but not more than 50 ordinary hours may be worked in any one such week.

44.4 For all purposes the hourly rate is deemed to be the weekly rate prescribed by clause 26 (Wages and Wage Increases) and set out in **Appendix 2** divided by 38. See subclause 45.1 for how this operates where an averaging system is used.

44.5 A paid leave day will be identical to a worked day. Nothing in this subclause 44.5 prevents an Employee from cashing out annual leave in accordance with subclause 57.4 (Part-time Employees – cashing out of annual leave where contracted EFT fraction has reduced).

44.6 Employees will be rostered so as to provide for four (4) days free from ordinary duty per fortnight including not less than two (2) consecutive days, unless otherwise mutually agreed between the Employer and the Employee. Any ADO (where relevant) is in addition to the days free from ordinary duty referred to in this subclause 44.6.

44.7 Where the Employer requires an Employee to sleepover on the Employer's premises, this sleepover will be counted as time worked and paid:

(a) at the Employee's ordinary rate of pay plus the applicable shift work allowance (per clause 38) where this is part of the Employee's ordinary hours of work; or

(b) at overtime rates where this is not part of the Employee's ordinary hours of work.

44.8 10-hour break between ordinary shifts

(a) Subject to subclause 44.8(b), the Employer will provide an Employee with at least ten consecutive (10) hours off duty between successive ordinary shifts, which will

be reflected in any rosters that apply to the Employee. See also clause 52 for the periods off duty involving overtime.

(b) Where for urgent operational issues there is not at least (10) ten consecutive hours off duty between successive ordinary shifts as required at subclause 44.8(a), the Employee shall either:

(i) be released from duty without loss of pay until the Employee has had 10 consecutive hours off duty; or

(ii) be paid at the rate of double time until released from duty for such rest period, where the employee is required to work without a 10 hour break on the instructions of the Employer.

44.9 Broken Shifts

An Employee will not work broken shifts (that is, their work is to be continuous excluding meal and other breaks), unless the Employee:

(a) agrees to work broken shifts under a flexible working arrangement (clause 92 and section 65 of the Act); or

(b) agrees to work broken shifts under an individual flexibility agreement (clause 12).

47A. Right to Disconnect

47A.1 The Employer will respect an Employee's' periods of leave and rest days.

47A.2 Other than where reasonably necessary:

(a) in emergency situations;

(c) for genuine welfare matters;

(d) to offer Employees additional hours;

(e) in relation to a process under this Agreement; or

(f) for any non-clinical matter that requires urgent attention;

an Employee will not be contacted outside the Employee's hours of work by the Employer or other employees for work purposes.

47A.3 The Employer will make other employees aware of the requirements of the Right to Disconnect clause 47A, and indicate to them that they are not to contact an Employee outside the Employee's hours of work in circumstances other than those in subclause 47A.2

47A.4 Employees are:

(a) entitled to disengage from forms of technology that have a connection to the workplace such as work phones, emails, chat groups and social media; and

(g) not required to respond to emails, phone calls or any other form of communication (including chat groups and social media);

outside of their hours of work, subject to subclause 47A.2.

47A.5 This clause 47A does not apply to any period where the Employee is in receipt of the on-call allowance in subclause 33.2.

47A.6 Raising Concerns

(a) Where an Employee believes they are not able to disconnect, including where they are being contacted in circumstances other than those in subclause 47A.2, they should raise this with the Employer. Where this clause 47A is not being complied with, the Employer will rectify this.

(h) Notwithstanding the above, the Employee may raise a dispute or grievance at any time.

45. Accrued Days Off

45.1 Meaning of 'accrued day off'

An accrued day off (**ADO**) results from hours of work under subclause 44.1 whereby a full-time Employee:

(a) is rostered to work more than 38 hours per week;

(b) is paid 38 ordinary hours;

(c) the difference between the hours worked and hours paid accrues towards a paid day off; and

(d) an Employee's ordinary wage for ordinary hours is deemed to be the weekly rate prescribed in clause 26 (Wages and Wage Increases) and set out in **Appendix 2**, and will be paid each week even though more or less than 38 ordinary hours are worked in that week.

45.2 Accrual of ADOs

(a) All full-time Employees are entitled to an ADO. The Employer will not refuse a new full-time Employee an ADO.

(b) The Employer will inform a new full-time Employee of the relevant department's work arrangements and provisions regarding hours of work and taking of ADOs.

(c) A full-time Employee will work an average of 38 hours per week over a four (4) week period as 19 shifts of eight (8) hours over four (4) weeks. The Employee will be paid for 38 hours for each week (that is seven (7) hours and 36 minutes per day), and will work:

(i) five (5) shifts of eight (8) hours each (40 hours per week) during three (3) of the four (4) weeks; and

(ii) four (4) shifts of eight (8) hours each (32 hours in total) in one (1) of the four (4) weeks.

(d) For the avoidance of doubt an Employee's ADO arrangement may provide for an Employee to take an ADO before the ADO has accrued in full.

(e) An Employer and a full-time Employee may agree in writing to a different ADO arrangement to that in subclause 45.2(c).

Example:

A full-time Employee works 19 shifts of 10 hours over five (5) weeks. The Employee is paid 38 hours for each week, even though the Employee works four (4) shifts of 10 hours each (40 hours per week) during four (4) of the five (5) weeks. In one (1) of the five (5) weeks, the Employee works three (3) shifts of 10 hours each (30 hours only) but is paid for 38 hours.

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

(g) Deductions where leave is taken

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

Example:
A full-time Employee's ordinary hours are worked as 19 shifts of eight (8) hours over four (4) weeks. During a four (4) week cycle the Employee takes annual leave for one (1) week, with the Employee's ordinary hours of work for that week being 40. The Employee is paid for 38 hours for that week of annual leave (seven (7) hours and 36 minutes per day for five (5) days), however 40 hours of leave is deducted from the Employee's annual leave accrual for that week. The Employee will be entitled to a paid ADO of seven (7) hours and 36 minutes for the four (4) week period that included the week of annual leave, with:

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

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

Example:

A full-time Employee's ordinary hours are worked as 19 shifts of eight (8) hours over four (4) weeks. During a four (4) week cycle an Employee works 18 shifts of eight (8) hours and is on unpaid leave for one (1) shift. The Employee will be entitled to an ADO of seven (7) hours and 36 minutes for the four (4) week period that included the shift where the Employee was on unpaid leave, with:

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

45.3 Taking of ADOs and interaction with other periods

(a) Unless otherwise agreed, ADOs are to be taken during the normal four (4) week or other cycle agreed to under subclause 45.2(c) in which the ADO is accrued (including leave periods).

(b) Where an Employee would otherwise take their ADO in the four (4) week period in which it accrues, either the Employer or the Employee may request that the ADO not be taken in that four (4) week period, and the other party must not unreasonably refuse to agree to the request.

(c) ADOs on public holidays

See clause 55 (Public Holidays).

45.4 ADOs and termination of employment

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

(a) taken an ADO (in part or whole) in advance of accruing the necessary hours, the amount payable to the Employee will be reduced by the total ADOs or portion taken in advance; and

(b) untaken ADOs (in part or whole) at the time of termination, the Employee will be paid the untaken ADOs.

Examples:

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

46. Breaks

46.1 Meal Breaks

(a) Entitlement to a Meal Break

(i) Employees other than those working Shift duty

An unpaid meal break of at least 30 minutes but not more than 60 minutes will be allowed during each rostered period of duty (Monday to Friday inclusive) to Employees, other than those working shift duty.

(ii) Employees rostered for shift duty

A meal break of 30 minutes per shift will be allowed for Employees rostered for shift duty and will be counted as time worked.

(b) Timing of a meal break

A meal break will, where reasonably practicable, commence no earlier than three (3) hours after the commencement of the Employee's period of duty, and must

conclude no later than six (6) hours after the commencement of the Employee's period of duty, unless otherwise agreed by the Employer and Employee.

(c) Meal break not taken

(i) The Employer will ensure that, wherever reasonably practicable, an Employee is able to take their meal break and is not required to perform any work during their meal break.

(ii) Escalation process

The Employer will describe, in writing, the steps to be taken where an Employee does not take their meal break to ensure that:

A. wherever possible, the meal break is rescheduled and taken during the shift; and

B. consideration is given to what caused the Employee to miss the scheduled meal break and whether any additional action is required to address those causes to reduce the likelihood of recurrence.

(iii) Payment for meal break not taken

Where an Employee is unable to take a meal break (including where an Employee is not free from duty as described at subclause 46.3(b)) the Employee will be paid for the meal break as time worked at their ordinary rate plus 50%.

(d) Review of meal breaks for Employees rostered for shift duty

The BPECC will review the provisions of this clause 46 relating to meal breaks for Employees rostered for shift duty during the life of this Agreement with a view to members of BPECC trying to identify potential changes that more closely align their entitlement to that of other Employees in a way that does not cause a detriment to them.

46.2 Rest/Tea breaks

(a) An Employee will be entitled to a paid ten (10) minute tea break for each four (4) hours of ordinary duty or part thereof which will be counted as time worked.

(b) Nothing in this subclause 49.2 prevents an Employee requesting and Employer agreeing for a Rest/Tea break to be at a specific time.

Examples:

1. An Employee working a six and a half (6.5) hour shift is entitled to two (2) ten minute tea breaks.
2. An Employee working a four (4) hour shift will be entitled to one (1) ten minute tea break.

46.3 Allocating Meal and Rest/Tea Breaks

(a) The Employer will ensure that time is allocated consistent with this clause 46 so that the Employee can take their meal breaks and rest/tea breaks.

(b) An Employee must be free from duty during their meal break and tea/rest break, and can use the time as they wish, including leaving the work area or the Employer's premises.

(c) An Employee must be given and cannot be required to work during their tea/rest break.

46.4 Staff meetings, in-house training and in-house professional development

(a) Except where it is not reasonably practicable, staff meetings, in-house training and/or in-house professional development will not be conducted during an Employee's meal break or tea/rest break.

(b) Where staff meetings, in-house training and/or in-house professional development are conducted:

(i) during an Employee's meal break, the Employee will wherever possible be allocated an alternative meal break during the shift. Where it is not possible for the Employee to be allocated an alternative meal break during the shift, subclause 46.1(c)(iii) applies;

(ii) during an Employee's tea/rest break, the Employee will be allocated an alternative tea/rest break during the shift.

46.5 Clothing and PPE change

Where an Employee performs a role that requires changing into or out of specific clothes and/or personal protective equipment (PPE) that are necessary to perform work, the Employer will ensure the Employee is provided with time to do this during their working hours.

47. Roster

47.1 Posting a Roster

(a) A roster of at least a fortnight setting out:

(i) hours of duty;

(ii) on-call requirements;

(iii) meal times;

(iv) start and finish times;

(v) weekend duty;

(vi) night duty; and

(vii) other such duty as in accordance with this Agreement;

will be posted in a place or places to allow an Employee covered by this Agreement to have ready access to the roster while at work, which may include ready electronic access.

(b) The roster will be posted at least two (2) weeks prior to becoming effective.

47.2 Altering a roster

(a) A roster set in accordance with subclause 47.1 will only be altered by the Employer to enable the functions of the Employer to be carried on where another Employee is absent from duty pursuant to:

(i) the reasons specified at subclause 59.3(a)(i) and (ii) (Personal Leave (including Carer's Leave));

(ii) Clause 64 – compassionate leave;

(iii) Clause 72 – ceremonial leave;

(iv) Clause 63 – family violence leave; or

(v) resignation of an Employee where the Employee has not provided notice to the Employer;

or due to any pressing emergency.

(b) Where the Employer changes an Employee's roster once set in accordance with subclause 47.1 without at least seven (7) days' notice, other than as excepted at subclause 47.2(c) below, the Employee will be paid the Change of Roster Allowance as follows in relation to each change :

(i) 2.5% of the AHP1 Grade 1, Year 2 rate.

(c) The Change of Roster Allowance at subclause 47.2(b) is not payable where:

(i) the change to the roster was the result of an emergency situation external to the Employer;

(ii) a part time employee is offered and accepts an additional shift / shifts;

(iii) the change to the roster was the result of a request of the Employee (which includes Employees agreeing to swap shifts).

50A. Biometric Timekeeping

50A.1 It is acknowledged that biometric timekeeping is one way to provide accurate data for payroll purposes.

50A.2 For Employers others than those referred to at subclauses 50A.4 and 50A.5 below, where an Employee has a genuine difficulty in complying with biometric timekeeping requirements, including where the Employee holds privacy concerns, the Employer can only refuse an alternative timekeeping method for the reasons set out in subclause 50A.3.

50A.3 In the circumstances in subclause 50A.2, the Employer can only refuse an alternative timekeeping method if it:

(a) will result in an unreasonable additional cost to the Employer; and

(d) does not provide reasonably reliable data for payroll purposes.

50A.4 Employers who, at the date this Agreement comes into operation have biometric timekeeping (in whole or part of their organisation) and have an alternative timekeeping method will maintain an alternative timekeeping method.

50A.5 Employers who, at the date this Agreement comes into operation do not have biometric timekeeping will, in the event that it is introduced, have an alternative timekeeping method.

50A.6 In the event of any unforeseeable event that disrupts an Employer's ability to offer an alternative (including on a temporary basis), the Employer will notify the Union for the purpose of discussions.

48. Rates for Saturdays and Sundays

48.1 All rostered time of ordinary duty performed on Saturday and Sunday will be paid for at the rate of time and a half.

48.2 All overtime performed on a Saturday and Sunday will be paid for at the appropriate rate specified in clause 49.

48.3 Any recall to duty on a Saturday or Sunday will be paid in accordance with clause 49 (Overtime), clause 50 (Recall – Return to Workplace) and/or clause 51 (Recall – No Return to Workplace) as applicable.

48.4 Time off in lieu of overtime may be taken in accordance with subclause 49.9 of this Agreement.

49. Overtime

This clause concerns overtime. Obligations regarding overtime are also contained in clause 86 (Workload Allocation and Safe Staffing).

49.1 General

The Employer must not request or require an Employee to work overtime hours unless the overtime hours is reasonable.

49.2 Employee may refuse to work unreasonable overtime

(a) An Employee may refuse to work overtime hours where they are unreasonable. In determining whether the overtime hours are reasonable or unreasonable, the following must be taken into account:

(i) any risk to Employee health and safety from working the additional hours;

(ii) the Employee's personal circumstances, including family responsibilities;

(iii) the needs of the workplace or enterprise in which the Employee is employed;

(iv) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;

(v) any notice given by the Employer of any request or requirement to work the additional hours;

(vi) any notice given by the Employee of their intention to refuse to work the additional hours;

(vii) the usual patterns of work in the industry, or the part of an industry, in which the Employee works;

(viii) the nature of the Employee's role, and the Employee's level of responsibility;

(ix) how frequently an Employee is required to perform overtime; and

(x) any other relevant matter;

subject to subclause 49.2(b).

(b) The relevance of the factors at subclause 49.2(a) and the weight to be given to each of them will vary according to the particular circumstances, namely:

(i) in some cases it will require a balancing exercise between the factors;

(ii) in some cases, a single factor will be of great importance and outweigh all others. One specific circumstance where this is the case is where an Employee's personal circumstances (subclause 49.2(a)(ii)) require them to provide care for or look after a member of their immediate family or household during the time the Employer wants them to perform overtime. A request to perform overtime in this circumstance will be unreasonable and the Employee may refuse to work it.

49.3 Overtime - meaning

Overtime, other than for casual Employees (see subclause 49.7), means work that is performed:

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

(b) in excess of the full-time ordinary hours described at clause 44 (Hours of Work), save for the exception at clause 53 relating to time worked during the daylight savings change over period; and/or

(c) where a part-time Employee is directed to work additional hours but excluding an offer of additional ordinary hours as described at subclause 18.4 (Additional Ordinary Hours for Part Time Employees by Agreement only).

49.4 Overtime – Submitting Timesheets (or Equivalent) Where Required

(a) Where required by the Employer, Employees will submit timesheets (or equivalent) with any overtime within the timeframe required by the Employer or, where that is not practicable, as soon as practicable.

(b) Where overtime is worked but not submitted within the time required by subclause 49.4(a) and was not authorised in accordance with subclause 49.5(a) or (b), the Employee will be paid overtime subject to providing reasonable evidence of the hours worked to the Employer.

(c) Where overtime is worked but not submitted within the time required at subclause 49.4(a) above, the Employer may seek an explanation and take reasonable steps to ensure an Employee is able to submit within the time required at subclause 49.4(a) above.

49.5 Meaning of 'Authorised'

(a) Overtime is authorised where:

(i) the Employee is required or requested by the Employer (including the Employee's manager or supervisor) to perform overtime;

(ii) it is approved, usually in advance, either verbally or in writing by the Employer (including the Employee's manager or supervisor);

(iii) the Employer (including the Employee's manager or supervisor) requires the Employee to complete allocated work that cannot reasonably be completed in ordinary time;

(iv) the Employee has performed the overtime due to a demonstrable clinical need that could not have been met by some other means and authorisation could not reasonably have been obtained in advance; or

(v) the Employee completes seeing a patient where this commenced during ordinary hours and continues beyond the Employee's ordinary hours.

(b) To ensure certainty as to when overtime is authorised, the Employer will develop and publish written protocols consistent with subclause 49.5 and clause 86 describing:

(i) work that, because of its nature, is overtime authorised in advance if it cannot be completed within ordinary hours and is completed in overtime; and

(ii) for matters that are not authorised in advance through a protocol or not authorised in accordance with subclause 49.5(a):

A. how and from whom authorisation can be obtained; and / or

B. when an Employee should not undertake the work.

(c) Matters the protocols referred to at subclause 49.5(b) will address include but may not be limited to:

(i) time spent completing work allocated to an Employee that cannot be completed during their ordinary hours being authorised overtime, except in the circumstances indicated in the protocols where the Employee should not complete the allocated work;

(ii) non-patient/client facing work, including patient/client notes and administrative work;

(iii) dealing with patients that other staff have not been able to deal with outside the Employee's ordinary hours;

(iv) mandatory reporting requirements; and

(v) work required to be performed to comply with registration or professional association obligations.

(d) Where overtime is worked it will be paid, including when it is not authorised:

(i) under subclause 49.5(a); or

(ii) in accordance with the protocols in subclause 49.5(b);

save that the Employer may take reasonable action to limit the need for future overtime by addressing the Employee's workload issues or through other appropriate measures including but not limited to steps required to satisfy clause 86 of this Agreement.

(e) An Employer may create policies and /or procedures, consistent with the provisions of this Agreement, regarding the process the manager or supervisor is required to undertake prior to approving overtime. If a manager / supervisor approves an Employee's overtime and it is inconsistent with the Employer's polices / procedures, the Employee will still be paid for the overtime worked.

49.6 Payment of Authorised Overtime and Recall to Duty

Authorised overtime and recall to duty for Employees, other than for casual Employees (see subclause 49.7), are to be paid at the rate of time and a half (150%) for the first two (2) hours and double time (200%) thereafter, save that authorised overtime and recall to duty:

(a) outside the spread of twelve hours from the commencement of the last period of ordinary duty will be paid at the rate of double time (200%);

(b) on a Saturday or Sunday will be paid at the rate of double time (200%);

(c) on a public holiday will be paid at the rate of double time and a half (250%);

(d) outside the spread of twelve hours from the commencement of work by an Employee rostered to work broken shifts will be paid at the rate of double time (200%).

Only one penalty rate in this subclause 49.6 applies to a period of overtime or recall an Employee performs, that being the highest penalty rate that is applicable to that overtime or recall.

See also subclause 44.8.

49.7 Casual Overtime

(a) Overtime for casual Employees means work that is performed:

(i) in excess of 10 hours on any one (1) shift; and/or

(ii) in excess of 38 hours per week.

(b) Authorised overtime for casual Employees is to be paid at the rate of time and seven eighths (187.5%) for the first two (2) hours and double time and a half (250%) thereafter, save that authorised overtime:

(i) outside the spread of twelve hours from the commencement of the last period of ordinary duty will be paid at the rate of double time and a half (250%);

(ii) on a Saturday or Sunday will be paid at the rate of double time and a half (250%);

(iii) on a public holiday will be paid at the rate of triple time and one eighth (312.5%);

(iv) outside the spread of twelve hours from the commencement of work by an Employee rostered to work broken shifts will be paid at the rate of double time and a half (250%).

Only one penalty rate in this subclause 49.7(b) applies to a period of overtime a casual Employee performs, that being the highest penalty rate that is applicable to that overtime.

See also subclause 44.8.

49.8 Minimum payment in certain circumstances

Note: Minimum payment for recall is dealt with in clause 50.

Where an Employee performs overtime, including rostered overtime, on a day that they do not otherwise perform work, such an Employee will be paid by the Employer a minimum of three (3) hours' pay at the applicable overtime rates.

49.9 Time in Lieu

(a) An Employee may, with the consent of the Employer which the Employer will not unreasonably withhold, elect to take time off in lieu of payment for overtime worked (including where recalled to duty) for a period equivalent to the overtime worked, plus a period equivalent to the overtime penalty incurred or a combination of time off and payment to the same value.

Examples:

1. An Employee performs three (3) hours of overtime outside the spread of twelve hours from the commencement of their last period of ordinary duty on a Monday. Under the Agreement these three (3) hours would be paid at double time for a total payment of six (6) ordinary hours. With the consent of the Employer, the Employee elects to take six (6) hours of time off in lieu.
2. An Employee performs two (2) hours of overtime in excess of their ordinary hours of work on a Wednesday. Under the Agreement these two (2) hours would be paid at time and a half for a total payment of three (3) ordinary hours. The Employee may, with the consent of the Employer, elect to take two (2) hours of time off in lieu and receive payment for one (1) hour.

(b) Time off in lieu of overtime will be taken at a time mutually agreed between the Employer and the Employee, provided the Employer will not unreasonably refuse to agree to a request by an Employee to take time off in lieu at a specific time and that the accrual of such time off will not extend beyond a 28 day period, unless otherwise agreed.

(c) Where the time off in lieu of overtime is not taken within 28 days, the overtime worked will be paid in the next pay period, unless agreement has been reached under subclause 49.9(b).

(d) The Employer will record time off in lieu arrangements.

(e) If, on the termination of the Employee's employment, time off for overtime worked by the Employee to which subclause 49.9 applies has not been taken, the

Employer must pay the Employee for the overtime at the overtime rate applicable to the overtime when worked.

49.10 Transport

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

49.11 Rest Break during overtime

An Employee working overtime (including recall) will take a paid rest break of 20 minutes after each four (4) hours of overtime worked if required to continue work after the break.

49.12 Trainee Supervision

Notwithstanding anything contained in clause 84 (Trainee Supervision), but subject to section 62 of the Act, any trainee may, due to medical emergency, be required to work reasonable overtime or shift duty at the discretion of the Employer. Such overtime or shift duty will be subject to the rates and/or allowances provided elsewhere in the Agreement.

50. Recall – Return to Workplace

50.1 The relevant rate for recall is at subclause 49.6 (Payment of Authorised Overtime and Recall to Duty) above.

50.2 An Employee who is recalled to duty, (whether on-call or not) where the work is not continuous with the Employee's next succeeding rostered period of ordinary duty will be paid:

(a) from the time of receiving the recall until the time of returning to the place from which the Employee was recalled; and

(b) a minimum of three (3) hours' pay at the applicable overtime rates for each recall.

51. Recall – No Return to Workplace

51.1 Non CATT areas

(a) Where recall to duty can be managed without the Employee returning to the workplace (for example by telephone), clause 50 will not apply and such Employee will be paid a minimum of one (1) hour of overtime for such recall work.

(b) For subsequent recalls beyond the first hour, the Employee will be paid a minimum of one (1) hour of overtime, but multiple recalls within a discrete hour will not attract additional overtime.

51.2 Telephone recall CATT only

(a) Employees engaged in on-call/recall for the provision of a crisis response (CATT type function) will be paid an allowance which is set out at **Appendix 3**, for each on-call period of twelve (12) hours or part thereof.

(b) The allowance includes payment of work performed of up to one (1) hour's aggregate duration for each on-call period.

(c) For work performed in excess of an aggregate of one (1) hour during an on-call period, payment will be made at the normal overtime rate paid at the Employee's substantive classification and increment level.

(d) Telephone attendance is to be regarded as recall to duty.

(e) Only one (1) Employee per team each night will be rostered on-call and in receipt of the allowance. No other team member (other than a psychiatrist) will be required or requested to provide out of hours service for that particular night.

(f) Employees are to receive an uninterrupted break of at least eight (8) hours between the end of the recall and the next shift. If the eight (8) hour break is not observed double time will be paid until such break is observed.

(g) The maximum period of on-call for CATT is to be 12 hours, with existing arrangements below the 12 hours not to be disturbed.

(h) The Union and the VHIA acknowledge the unique nature of the on-call requirements for crisis response (CATT type functions) and that it is not comparable to any other health care arrangement or setting.

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

52.1 When overtime, including recall, is necessary the Employee will have at least 10 consecutive hours off duty between all bodies of work, subject to subclauses 52.3 and 52.4 below.

52.2 Release from duty

An Employee who works so much overtime or recall between the end of the Employee's previous ordinary hours and the start of the next period of ordinary hours, that the Employee would not have at least 10 consecutive hours off duty between the end of the overtime or recall and the start of the next rostered period of ordinary hours will, subject to this clause 52, be released after completion of such overtime or recall worked until the Employee has had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

52.3 Work without release from duty

(a) If, on the instructions of the Employer, an Employee resumes or continues work without 10 successive hours off duty the Employee will be paid at the rate of double time until the Employee is released from duty for such rest period and the Employee will then be entitled to be absent until the Employee has had 10 consecutive hours off duty without loss of pay for rostered hours occurring during such absence.

(b) If an Employee resumes work of the Employee's own volition, overtime will be calculated in accordance with clause 49 (Overtime). An Employee who resumes work voluntarily will be entitled without loss of pay to attend to ablution and

sustenance matters. The Employee will not resume work of their own volition where doing so will cause a significant occupational health and safety risk.

52.4 Exception – recall work continuous with next rostered shift

(a) Subclauses 52.1 to 52.3 do not apply where:

(i) despite the recall, the Employee has had at least 10 consecutive hours off duty between their rostered periods of ordinary duty;

(ii) the period of recall is continuous with the next period of ordinary hours; and

(iii) the Employee does not work more than two (2) hours recall.

(b) Where subclause 52.4(a) applies, even though the recall is continuous with the next period of ordinary hours, an Employee will be entitled to a minimum three (3) hour payment for the recall at the applicable overtime rates, and payment for the full period of ordinary hours. The Employee will also be entitled without loss of pay to attend to ablution and sustenance matters.

53. Daylight Savings

See also clauses 49 (Overtime) and 45 (Accrued Days Off).

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

Examples:

1. An Employee is rostered to work an eight (8) hour night shift from 11pm through to 7am (including a paid 30 minute meal break). During the course of this shift, the clock is wound forward one (1) hour due to the commencement of daylight saving.

   The Employee therefore works seven (7) hours. The Employee is paid seven (7) hours at the applicable ordinary time rate of pay (including any shift allowances, allowances ordinarily payable in respect of this shift and special rates for Saturdays and Sundays).

2. An Employee is rostered to work a ten hour night shift from 9pm through to 7am (including a paid 30 minute meal break). During the course of this shift, the clock is wound back one (1) hour due to the cessation of daylight saving.

   The Employee therefore works 11 hours. The Employee is paid 11 hours at the applicable ordinary time rate of pay (including any shift allowances, allowances ordinarily payable in respect of this shift and special rates for

Saturdays and Sundays). No overtime is paid for the additional hour worked.

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

54. Make-up Time

54.1 Notwithstanding provisions elsewhere in this Agreement an Employee may elect, with the consent of the Employer, to work make-up time under which the Employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this Agreement.

54.2 An Employee on shift work may elect, with the consent of the Employer, to work make-up time under which the Employee takes time off ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.

PART G –PUBLIC HOLIDAYS, LEAVE AND RELATED MATTERS

55. Public Holidays

55.1 For the purposes of this clause 55 Weekend Worker means any Employee who in any one (1) year of employment works a portion of their ordinary hours on a weekend.

55.2 Entitlement to be absent from employment on a public holiday under the NES

(a) Employee entitled to be absent on public holiday

An Employee is entitled to be absent from their employment on a day or part-day that is a public holiday in the place where the Employee is based for work purposes.

(b) Reasonable requests to work on public holidays

(i) However, the Employer may request an Employee to work on a public holiday if the request is reasonable.

(ii) If the Employer requests an Employee to work on a public holiday, the Employee may refuse the request if:

A. the request is not reasonable; or

B. the refusal is reasonable.

(iii) In determining whether a request, or a refusal of a request to work on a public holiday is reasonable, the following must be taken into account:

A. the nature of the Employer's workplace or enterprise (including its operational requirements), and the nature of the work performed by the Employee;

B. the Employee's personal circumstances, including family responsibilities;

C. whether the Employee could reasonably expect that the Employer might request work on the public holiday;

D. whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, work on the public holiday;

E. the type of employment of the Employee (for example, whether full-time, part-time, casual or shiftwork);

F. the amount of notice in advance of the public holiday given by the Employer when making the request;

G. in relation to the refusal of a request - the amount of notice in advance of the public holiday given by the Employee when

refusing the request;

H. any other relevant matter.

(c) Payment for absence on public holiday

(i) If, in accordance with the NES, an Employee is absent from their employment on a day or part-day that is a public holiday the Employer must:

A. pay the Employee at the Employee's ordinary time rate of pay for the Employee's ordinary hours of work on the day or part-day that the Employee is absent from their employment;

B. continue to accrue leave on the ordinary hours of work on the day or part day that the Employee is absent from their employment;

Note: If the Employee does not have ordinary hours of work on the public holiday, the employee is not entitled to payment under the NES. For example, the Employee is not entitled to payment if the Employee is a casual employee who is not rostered on for the public holiday, or is a part-time employee whose part-time hours do not include the day of the week on which the public holiday occurs.

(ii) The provisions of subclause 55.2(c)(i) apply where the Employee is absent from their employment for part of their ordinary hours on the day or part-day that is a public holiday.

Example 1

A part-time Employee is requested to work four (4) ordinary hours on the public holiday. If it was not for the public holiday, the Employee's ordinary hours would have been eight (8) on the day. The Employee is still entitled to their ordinary time rate of pay for the four (4) ordinary hours the Employee was not requested to work by the Employer. They will also accrue leave on what would have been their eight (8) ordinary hours on the day.

Example 2

A full-time Employee is required to be on-call on the public holiday. If it was not for the public holiday, the Employee's ordinary hours would have been eight (8) on the day. The Employee is called in to work three (3) hours of overtime during what would have been part of their ordinary hours. The Employee is still entitled to their ordinary time rate of pay for the five (5) ordinary hours the Employee was not recalled to work by the Employer. They will also accrue leave on what would have been their eight (8) ordinary hours on the day.

55.3 Entitlement

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

(i) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and

(ii) the following days, as prescribed in the relevant States, Territories and localities: Australia Day, Easter Sunday, Anzac Day, Queen's Birthday, the Friday before the Australian Football League Grand Final, Eight Hour Day or Labour Day; and

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

55.4 Holidays in lieu

(a) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 27 December.

(b) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 28 December.

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

55.5 Additional days

Where public holidays are declared or prescribed on days other than those set out in subclause 55.3 and subclause 55.4 above in Victoria or a locality thereof, those days will, as applicable, constitute additional holidays for the purpose of this Agreement.

55.6 Substitution of public holidays by agreement

(a) An Employer and Employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES or this Agreement.

(b) An Employer and Employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES or this Agreement.

(c) Where an Employee requests the substitution of a public holiday under subclause 55.6(a) or (b), the Employer will not unreasonably refuse such a request.

(d) Any agreement under subclause 55.6 that is reached will be recorded in writing and a copy given to the Employee.

55.7 If an Employee works on any of such holidays or such holiday occurs on their rostered day off they will be paid at the ordinary time rate of pay for the time so worked, in addition to which they will be entitled to receive:

(a) within four (4) weeks following the date on which such holiday occurred;

(i) one and a half (1.5) extra day's pay;

(ii) one and a half (1.5) days off in lieu thereof of which at least seven (7) days' notice will be given;

(iii) one and a half days (1.5) will be added to their annual leave;

(b) in the case of an Employee not qualifying for annual leave and where none of the provisions of subclause 55.7(a) above have been applied the one and a half (1.5) days' pay will be added to the payment in lieu of annual leave; and

(c) one and a half times (1.5) the ordinary time rate of pay for any work done in excess of eight (8) hours.

55.8 In respect of Easter Saturday, an Employee who ordinarily works Monday to Friday only and who does not work on Easter Saturday, will be entitled to one (1) day's pay in respect of Easter Saturday or where there is mutual consent, within four (4) weeks following the date on which such holiday occurred the Employee may take one (1) day off in lieu or have one (1) day added to their annual leave.

55.9 Notwithstanding the earlier provisions of this clause 55 a Weekend Worker who works on any of the holidays set out in subclause 55.3, will be entitled (in lieu of any entitlement under subclause 55.4) to one and a half (1.5) extra days' pay on the first pay day following the end of the pay period during which the holiday falls.

55.10 If, at the end of the yearly period in respect of which their annual leave accrues such Weekend Worker does not become entitled to additional leave under subclause 56.2(a)(i) they will, at the option of the Employer, be entitled to one and a half (1.5) extra days' pay or one and a half extra days' annual leave for each such holiday on which they were rostered off.

55.11 Where an Employee's ADO falls on any such public holiday, a substitute day will be determined by the Employer to be taken in lieu thereof, such day to be within the same four (4) week cycle where practical.

55.12 Notwithstanding the provisions of subclause 55.4, with the exception of Easter Saturday, an Employee who is ordinarily not required to work on a Sunday or Saturday will not be entitled to any benefit for any public holidays which may fall on or are observed on a Saturday or a Sunday unless they are required to work on any such public holiday.

56. Annual Leave

56.1 Period of leave

(a) From 7 July 2022, an Employee will be entitled to 190 hours annual leave on ordinary pay per year of continuous service with the Employer.

(b) Annual leave accrues progressively during a year of continuous service according to the Employee’s ordinary hours of work and accumulates from year to year.

56.2 Additional leave

(a) Weekend worker

(i) An Employee who is a Weekend Worker (as defined in subclause 55.1) who works for more than four (4) ordinary hours on 10 or more weekends per year of continuous service is entitled to an additional 38 hours’ annual leave on the same terms and conditions.

(ii) The provisions of this subclause 56.2(a) have the same effect and give an Employee an entitlement to annual leave that is the same as the Employee's entitlement under the NES relating to shiftworkers under section 87(1)(b)(ii) of the Act.

For the purpose of the NES only a **shiftworker** is an Employee who is regularly rostered to work Sundays and public holidays.

(iii) An Employee's entitlement to annual leave under this subclause 56.2(a) operates in parallel with the Employee's NES entitlement, but not so as to give the Employee a double benefit.

(iv) A Weekend Worker whose employment is terminated at the end of a period of employment which is less than one (1) year from the date of commencement of the employment, or the date upon which the Employee last became entitled to annual leave, will be paid an amount equal to 1/48th of their ordinary pay in respect of that period of employment.

(v) The entitlement in subclause 56.2(a) is additional to the On-Call and Rostered Overtime entitlement provided by subclause 56.2(b), but both entitlements cannot be claimed for the same bodies of work.

(b) On Call and Rostered Overtime

(i) An Employee who is rostered on-call or who performs rostered overtime for more than four (4) hours on 10 or more weekends per annum will be entitled to an additional 38 hours annual leave.

(ii) This entitlement is in addition to the Weekend Worker entitlement provided by subclause 56.2(a), but both entitlements cannot be claimed for the same bodies of work.

(iii) Leave loading does not apply to leave accrued under this subclause 56.2(b).

56.3 Time of taking leave

(a) Annual leave will be taken for a period agreed between the Employee and the Employer. An Employee may access accrued annual leave prior to the completion of a year of service.

(b) The Employer will not unreasonably refuse to agree to a request by the Employee to take paid annual leave, including a request to take single day or part day periods of annual leave.

(c) Once leave has been granted by the Employer, it will only be revoked by mutual agreement, which may be at the request of the Employee, save that the Employer will not unreasonably refuse a request by an Employee to revoke the granting of leave.

(d) Where an Employee applies for annual leave the Employer will respond to such an application as soon as possible, but no later than four (4) weeks after the application has been made.

(e) Where it is likely the leave request will be rejected, the Employer and Employee will consult on alternative leave days within the four (4) week period in subclause 56.3(d).

(f) High Demand Holiday Periods

(i) The Employer will develop and publish to affected Employees (which may be a specific department or work area) requirements for a high demand holiday period. Where this occurs, the requirement must identify:

A. the high demand holiday period;

B. the date by which a written request for annual leave should be submitted, save that subclause 56.3(b) still applies to a request made after this date; and

C. subject to subclause 56.3(d), the date by which the Employer will notify the Employee in writing that their annual leave request is approved or, if not approved, the reasons for the leave not being approved.

(ii) In determining applications for high-demand periods, the Employer will consider all the circumstances including but not limited to:

A. the Employer's operational needs;

B. the Employee's family responsibilities; and

C. whether previous annual leave applications by the Employee for the same high demand period were successful or not.

Example

A department generally receives more applications for annual leave over school term breaks than it can accommodate. This means that school term breaks are 'high demand periods' for that department within the meaning of this sub clause 56.3(f) and the Employer must publish the information specified above at subclause 56.3(f)(i) and, when determining the applications, apply the considerations at subclause 56.3(f)(ii).

56.4 Leave in advance

(a) The Employer may allow an Employee to take annual leave in advance of accrual.

(b) Where an Employee remains in annual leave debt upon termination, such amount (including any leave loading paid) may be deducted from any amounts otherwise payable to the Employee upon termination of the employment.

56.5 Payment on termination

If, when the employment of an Employee ends, the Employee has a period of untaken accrued annual leave (including under subclauses 56.2(a) and (b)), the Employer must pay to the Employee the amount that would have been payable to the Employee had the Employee taken that period of annual leave, including any annual leave loading.

56.6 Payment for Leave

(a) Employees will receive their ordinary pay and any amount required by subclause 56.6(b) (Annual leave loading or penalties) for the Employee's ordinary hours of work in the period of annual leave.

(b) Annual Leave loading or penalties

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

(i) leave loading of 17.5% calculated on the relevant wage rate prescribed in **Appendix 2,** subject to the cap at subclause 56.6(c); or

(ii) the payments listed below which the Employee would have received had the Employee not been on leave:

A. shift allowances (clause 35); and

B. rates for Saturday and/or Sunday (clause 48).

(c) Calculating leave loading or penalties

(i) Leave loading under subclause 56.6(b)(i) is payable on:

A. the annual leave accrued and accumulated under subclause 56.1; and

B. the Employee's weekly ordinary pay during periods of annual leave, subject to the cap (as defined in subclause 56.6(c)(ii)).

(ii) The cap under subclause 56.6(c)(i)B above is the weekly rate prescribed by this Agreement for AHP1 Grade 3, Year 1.

(iii) To determine which payments the Employee would have received had the Employee not been on leave for the purpose of subclause 56.6(b)(ii), this will be done either by using:

A. the projected roster, being the roster the Employee would have worked had they not been on leave; or

B. where there is no projected roster, the rosters for the three (3) months immediately preceding the leave excluding any period during which the Employee was not on the roster (for example, because of attendance at approved professional development or another form of paid leave).

56.7 Excess Annual leave

Notwithstanding subclause 56.3 above, the Employer may, upon the provision of 10 weeks' notice, direct the Employee to take up to one quarter of the Employee's accrued annual leave entitlement, provided that the Employee has in excess of 304 hours' annual leave accrued (pro rata for part-time Employees).

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

(a) Public Holidays

See also clause 55 (Public Holidays).

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

(b) Other Periods of Leave

See also clause 59 (Personal Leave (including Carers Leave)) and 64 Compassionate Leave)

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

(ii) An Employee taking personal leave whilst on annual leave will provide the Employer with evidence in accordance with clause 59 (Personal Leave (including Carers Leave)).

(iii) An Employee taking compassionate leave whilst on annual leave will provide the Employer with evidence in accordance with clause 64 (Compassionate Leave).

(iv) Where an Employee takes other leave during annual leave, any annual leave loading received for a period that is no longer annual leave is taken to have been paid in advance as required in subclause 56.6 (Payment for Leave). Where the Employee's employment with the Employer ends prior to the Employee taking the annual leave for the period for which the Employee has been paid an amount as annual leave loading in advance, that amount is not payable under subclause 56.5 (Payment on termination).

57. Cashing Out of Annual Leave

57.1 An Employee may, with the consent of the Employer, choose to cash out paid annual leave in accordance with this clause 57.

57.2 Written request and written agreement

An Employee wishing to cash out annual leave must make a written request to the Employer, save that the Employer will not unreasonably refuse such a request. Where the Employer agrees to that request, the Employee and the Employer will record the agreement in writing.

57.3 Terms of agreement must comply with terms

(a) A written agreement must comply with the following terms:

(i) paid annual leave must not be cashed out if the cashing out would result in the Employee having less than four (4) weeks of accrued annual leave;

(ii) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Employer and the Employee;

(iii) the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone, including annual leave loading and superannuation to the Employee's nominated fund; and

(iv) an Employee cannot cash out more than four (4) weeks paid annual leave in any 12-month period.

(b) An Employee's accrued annual leave entitlement will be reduced by the amount of annual leave paid out.

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

A part-time Employee who has reduced their EFT fraction, may request to cash out accrued annual leave in conjunction with taking a period of annual leave so that the total payment for the period is equivalent to the previous EFT fraction. The request and any agreement must comply with the requirements of subclause 57.3 above save that:

(a) paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than four (4) weeks calculated using the new EFT fraction; and

(b) the limit on cashing out no more than four (4) weeks annual leave will not apply.

Example

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

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

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

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

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

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

58. Purchased Leave

This clause 58 does not apply to casual Employees.

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

Examples:

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

58.2 Purchased Leave may be taken in conjunction with other types of leave.

58.3 Purchased Leave must be used in the twelve-month period in which it is purchased. Purchased leave will be taken at a time that is mutually agreed between the Employer and the Employee, save that the Employer will not unreasonably refuse to agree to a request by the Employee to:

(a) take purchased leave at a particular time; and/or

(b) change when they take their purchased leave.

58.4 Once approval has been granted, the Employee may only vary or cancel the arrangement in extraordinary circumstances.

58.5 Where the:

(a) arrangement has been varied or cancelled because of extraordinary circumstances;

(b) Employee's employment terminates; or

(c) purchased leave has not been taken in the relevant 12-month period;

the Employer will refund the amount of salary deducted in respect of any unused purchased leave as a lump sum. In the case of variation or cancellation, payment will be made no later than two (2) pay periods following notification of the variation or cancellation.

58.6 Where the Employee's employment terminates and the amount of purchased leave taken exceeds the amount deducted, the Employer may deduct a sum equal to the negative balance from any remuneration payable to the Employee upon termination of employment.

58.7 Purchased leave:

(a) counts as service for all purposes; and

(b) is not annual leave.

59. Personal Leave (including Carer's Leave)

This clause 59 does not apply to casual Employees. The entitlements of casual Employees are set out in clause 60 (Casual Employment – Caring Responsibilities).

59.1 Amount of Paid Personal Leave

(a) An Employee is entitled to the following amount of paid personal leave:

(i) 91 hours and 12 minutes (12 days) in the first year of service;

(ii) 106 hours and 24 minutes (14 days) in each year in the second, third and fourth years of service; and

(iii) 159 hours 36 minutes (21 days) in each year in the fifth and following years of service.

A 'day' equals 7 hours and 36 minutes in this subclause 62.1(a).

(b) Paid personal leave accrues progressively during a year of service according to the Employee's ordinary hours of work (excluding overtime) and accumulates from year to year.

(c) The Employer may, at its discretion, credit personal leave in advance of accrual to an Employee.

(d) Service

In subclause 59.1(a), **service** includes service with an employer referred to in subclauses 59.7(b)(i) or (ii), including an Employer covered by this Agreement and a registered community health centre, subject to the Employee meeting the evidence requirements of subclause 59.7(c).

59.2 Payment for leave

(a) Payment will be made based on the Employee's ordinary pay for the ordinary hours the Employee would have worked on the day or days on which the leave was taken.

(b) An Employee utilising personal leave may take leave for part of a single day. Leave will be deducted from the Employee's accrued personal leave including, where relevant, for a part day.

59.3 Access to paid personal leave

(a) Employers recognise the right of Employees to utilise personal/carer's leave in accordance with this clause 59 and will not adopt systems or practices intended to discourage the legitimate exercise of that right by Employees, such as unreasonably questioning Employee's about their use of personal/carer's leave.

(b) Subject to the conditions set out in this clause 59, an Employee may take paid personal leave if the leave is taken:

(i) due to personal illness or injury (sick leave); or

(ii) to care for or support a member of the Employee's Immediate Family or household because of:

A. a personal illness or injury affecting them; or

B. an unexpected emergency affecting them (carer's leave)

59.4 Sick leave

(a) General

An Employee may take personal leave for the reasons described at subclause 59.3(a) above and 59.4(b) below.

(b) Personal Leave to Attend Appointments

An Employee may use up to one (1) week (38 hours) of personal leave (pro rata for part-time Employees), in aggregate, in any year of service for reasons other than those described at subclause 59.3(b) on account of a disability or where the Employee is required in the circumstances to attend a Registered Health Practitioner.

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

(c) Evidence requirements

An Employee taking sick leave will give the Employer evidence that would satisfy a reasonable person the Employee is absent due to personal illness or injury or, in the case of leave taken to attend an appointment (see subclause 59.4(b)) evidence of attendance. Evidence that would satisfy a reasonable person that the Employee is absent due to personal illness or injury includes:

(i) a medical certificate from a Registered Health Practitioner; or

(ii) a Commonwealth or Victorian Statutory Declaration signed by the Employee.

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

(d) Exception to evidence requirement – single day absences

An Employee may be absent for a single day or part thereof without evidence of personal illness or injury as required at subclause 59.4(c) above, on not more than three (3) occasions per year of service.

(e) Exception – Additional shifts

Where an Employee is absent due to illness or injury for an additional ordinary time shift, the Employee will provide a certificate from a Registered Health Practitioner. For the purpose of this subclause 59.4(e), an 'additional shift' is an ordinary time shift in addition to a part-time Employee's ordinary shifts in accordance with subclause 18.4 (Additional Ordinary Hours for Part Time Employees by Agreement only).

(f) Notice requirements

An Employee should inform the Employer of their absence at least two (2) hours prior to the commencement of duty on the first day of absence, or otherwise as soon as is reasonably practicable, and of the estimated duration of the absence. Employees rostered for duty prior to 10.00am on the first day of absence will not be required to give notice before 8:00am.

(g) Failure to provide notice of absence

Personal leave will not be withheld by an Employer until all reasonable steps have been taken to investigate the Employee's lack of advice as required by subclause 59.4(f) regarding the absence from duty. Such an investigation must provide the Employee with an opportunity to give reasons as to why notification was not given.

59.5 Carer's leave

(a) Evidence requirements

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

(i) an illness or injury; or

(ii) an unexpected emergency;

that requires their care or support. In the case of an unexpected emergency, the Employee will identify the nature of the emergency. An 'unexpected emergency' includes providing care or support to a member experiencing family violence as described at subclause 63.5(b).

(b) Notice requirements

(i) The Employee must, where practicable, give the Employer notice of the intention to take leave prior to the absence that includes:

A. the relationship to the Employee of the person requiring care or support;

B. the reasons for taking such leave; and

C. the estimated length of absence.

(ii) If it is not reasonably practicable for the Employee to give prior notice of absence, the Employee must notify the Employer of the absence as soon as practicable.

(c) Unpaid leave where accruals exhausted

An Employee who has exhausted paid personal leave entitlements is entitled to take unpaid carer's leave. The Employer and the Employee will agree on the period. In the absence of agreement, the Employee is entitled to take up to two (2) days per occasion, provided the evidence requirements are met.

(d) Failure to provide notice of absence

Personal leave will not be withheld by an Employer until all reasonable steps have been taken to investigate the Employee's lack of advice as required by subclause 59.5(b) regarding the absence from duty. Such an investigation must provide the Employee with an opportunity to give reasons as to why notification was not given.

59.6 Personal leave on a public holiday

See also clause 55 (Public Holidays)

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

59.7 Portability of Personal Leave

(a) For the purposes of this subclause 59.7 **allowable period of absence** means 13 weeks in addition to the total period of paid annual, long service and/or personal leave which the Employee actually receives on termination or for which they are paid in lieu.

(b) Where an Employee is or has been in the service of:

(i) any hospital, health service, benevolent home, community health centre, Society or Association registered under the *Health Services Act 1988* (Vic) (or the former *Hospitals and Charities Act 1958* (Vic)) or any successor legislation; or

(ii) the Cancer Institute (constituted under the *Cancer Act 1958* (Vic));

and commences employment with an (or another) Employer before the end of the allowable period of absence, the Employer will credit the Employee's accumulated personal leave from the previous employer to the Employee in their new employment provided that the Employee complies with the requirements of subclause 59.7(c).

(c) The Employee will, within two (2) weeks of commencing with the new Employer, provide the new Employer with:

(i) a written statement from the previous employer specifying the personal leave credits at termination, such as a certificate of service;

(ii) a statutory declaration specifying what personal leave credits the Employee had at termination from their previous period of employment; or

(iii) a written statement acceptable to the Employer as to what personal leave credits the Employee had at termination from their previous period of employment.

(d) Where an Employee resigns from their permanent or fixed-term employment with an Employer covered by this Agreement **(the previous Employer**) but continues to remain engaged as a casual Employee with the previous Employer, and

commences permanent or fixed-term employment with another Employer covered by this Agreement (**the new Employer**), at the Employee's request they will have their personal leave with the previous Employer transferred to them at the new Employer.

59.8 Infectious disease

(a) An Employee who contracts an infectious disease in the course of their employment with the Employer and who is entitled to receive workers compensation will have any difference between workers compensation and the Employee's ordinary salary made up by the Employer for up to three (3) months.

(b) An Employee who contracts an infectious disease in the course of their employment with the Employer, who is not is not entitled to receive workers compensation and is certified by a Medical Practitioner approved by the Employer as having an infectious disease, will be paid their full pay during the necessary period off duty for up to three (3) months.

(c) Pay granted under this subclause 59.8 will not be deducted from the Employee's personal leave accrual.

60. Casual Employment – Caring Responsibilities

60.1 Subject to the evidence and notice requirements that apply to carer's leave under clause 59, a casual Employee is entitled to be unavailable to attend work, or to leave work, if they need to provide care or support to a member of the Employee's Immediate Family or household because of:

(a) a personal illness, or personal injury, affecting them;

(b) an unexpected emergency affecting them; or

(c) the birth of a child.

60.2 The Employer and the Employee will agree on the period for which the Employee will be entitled to be unavailable to attend work. In the absence of agreement, the Employee is entitled to be unavailable to attend work for up to three (3) days per occasion, which may be taken as a single continuous period of up to three (3) days or any separate periods to which the Employer and Employee agree.

60.3 A casual Employee is not entitled to any payment for the period of non-attendance.

60.4 An Employer must not fail to re-engage a casual Employee because the Employee accessed the entitlements provided for in this clause 60. The rights of the Employer to engage or not to engage a casual Employee are otherwise not affected.

61. Fitness for Work

61.1 Fit for Work

(a) The Employer is responsible for providing a workplace that is safe and without risk to health for Employees, so far as is reasonably practicable. This

responsibility includes compliance with Occupational Health and Safety legislation.

(b) Each Employee is responsible for ensuring that they are fit to perform their duties without risk to the safety, health and well-being of themselves and others within the workplace, so far as is reasonably practicable. This responsibility includes compliance with lawful and reasonable measures put in place by the Employer related to Occupational Health and Safety requirements.

61.2 Addressing concerns about Fitness for Work

(a) In the event an Employee's manager forms a Reasonable Belief as defined at subclause 61.2(b) below that an Employee is unfit to perform their duties, the Employer will discuss their concerns with the Employee in a timely manner to promote physical, mental and emotional health so that Employees can safely undertake and sustain work.

(b) In this clause 61 **Reasonable Belief** means a belief a reasonable person would hold based on sufficient evidence that supports a conclusion on the balance of probabilities. Nothing in this clause 61 permits an Employer to act contrary to the *Health Records Act 2001* (Vic).

(c) In this clause 61 **Treating Medical Practitioner** may, where relevant, include a psychologist.

(d) The Employer will:

(i) take all reasonable steps to give the Employee an opportunity to address any concerns which are the subject of the Reasonable Belief;

(ii) inform the Employee of their right to have a representative, including a Union representative, at any time when meeting with the Employer to represent the Employee;

(iii) genuinely consider the Employee's response with a view to promoting physical, mental and emotional health so that Employees can safely undertake and sustain work; and

(iv) take these responses into account in considering whether reasonable adjustments can be made in order that the Employee can safely undertake and sustain work.

61.3 Treating Medical Practitioner

(a) Where, after discussion with the Employee, the Employer continues to have a Reasonable Belief that the Employee is unfit to perform the duties, the Employer may request that the Employee consent to the Employer obtaining a report from the Employee's Treating Medical Practitioner through the Employee regarding the Employee's fitness for work. Where the Employee consents, the Employee will advise the Employer of the Employee's Treating Medical Practitioner, and the Employer will provide to the Employee, in writing, the concerns that form the basis of the Reasonable Belief and a copy of all correspondence the Employee can provide to their Employee's Treating Medical Practitioner requesting a report to address the concerns.

(b) The Employee will provide a copy of the relevant report to the Employer.

(c) The Employer and Employee will meet to discuss the relevant report.

(d) Where the Employee's Treating Medical Practitioner indicates in the report that the Employee is fit for work this will be accepted by the Employer, except where the Employer continues to have a Reasonable Belief that the Employee is unfit for duty.

61.4 Independent Medical Examiner (IME)

(a) Where:

(i) the Employer continues to have a Reasonable Belief that the Employee is unfit for duty; or

(ii) Employee does not consent to or provide a report from their Treating Medical Practitioner;

the Employer may require the Employee to attend an IME who is not employed by the Employer.

(b) Before the Employee attends an IME the Employer will provide the Employee with the name of the proposed IME.

(c) If the Employee has concerns regarding the impartiality of the proposed IME notified in subclause 61.4(b), within three (3) business days or reasonable longer period to allow the Employee to consult with their Treating Medical Practitioner, the Employee will:

(i) provide reasoning for their concerns, and

(ii) may provide up to three (3) alternative IMEs for consideration by the Employer.

(d) The Employer must:

(i) consider the information provided by the Employee;

(ii) not unreasonably refuse to agree to send the Employee to one of the alternative IMEs proposed by the Employee in lieu of the IME proposed by the Employer;

(iii) notify the Employee of the practitioner the Employer has decided will undertake the IME; and

(iv) include the reasons for their decision.

(e) The Employee may:

(i) supplement the material to be provided to the IME; and/or

(ii) request to meet with the Employer to consult about the material the Employer proposes to provide the IME. The Employee's representative may attend the meeting and represent the Employee.

61.5 Where the Employee attends a medical practitioner under either subclause 61.3 or 61.4 above, the Employer will:

(a) provide to the Employee a copy of any correspondence (including any supporting material) proposed to be provided to the medical practitioner and any resulting report;

(b) pay for the cost of the appointment and report;

(c) provide the Employee with a copy of any medical report it receives on the Employee's capacity or fitness for work;

(d) provide the Employee with paid leave to attend the medical practitioner without deduction from paid leave accruals or entitlements; and

(e) reimburse the Employee for any other reasonable costs incurred by the Employee in attending the medical practitioner, including the travel allowance in clause 38 (Travelling Allowance).

61.6 Nothing in this clause 61 prevents an Employer from taking any reasonable step to ensure a safe work environment in accordance with applicable legislation and this Agreement.

61.7 The Employer will respect an Employee's privacy and ensure that any personal information provided by the Employee or a medical practitioner under this clause 61 is kept confidential**.**

61.8 The Employer must only seek information regarding the Employee's capacity to work related to the concerns at subclause 61.2(a), including from any medical practitioner an Employee attends under subclause 61.3 or 61.4, and will not request confidential medical information under subclause 61.2, 61.3 and 61.4.

61.9 This clause 61. does not apply to an injury that is the subject of an active WorkCover claim. Matters regarding an Employee's Fitness for Work regarding an injury that is the subject of a WorkCover claim shall be managed in accordance with the WIRC Act including the Employer's obligation to provide a safe work environment.

62. Reasonable Adjustments

62.1 Where an Employee has a Disability (whether permanent or temporary) the Employer is required to make Reasonable Adjustments to enable the Employee to continue to perform their duties, subject to subclause 62.2 below.

62.2 An Employer is not required to make Reasonable Adjustments if the Employee could not or cannot adequately perform the genuine and reasonable requirements of the employment even after the Reasonable Adjustments are made.

62.3 Definitions

(a) **Disability** has the same meaning as section 4 of the EO Act and includes:

(i) total or partial loss of a bodily function;

(ii) presence in the body of organisms that may cause disease;

(iii) total or partial loss of a part of the body; or

(iv) malfunction of a part of the body including a mental or psychological disease or disorder or condition or disorder that results in a person learning more slowly than those without the condition or disorder.

(b) **Reasonable Adjustments** has the same meaning as section 20 of the EO Act and requires consideration of all relevant facts and circumstances including:

(i) the Employee's circumstances, including the nature of the Disability;

(ii) the nature of the Employee's role;

(iii) the nature of the adjustment required to accommodate the Employee's disability;

(iv) the financial circumstances of the Employer;

(v) the size and nature of the workplace and the Employer's business;

(vi) the effect on the workplace and the Employer's business of making the adjustment including the financial impact, the number of persons who would benefit or be disadvantaged and the impact of efficiency and productivity;

(vii) the consequences for the Employer in making the adjustment; and

(viii) the consequences for the Employee in not making the adjustment.

63. Family Violence Leave

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

63.1 General Principle

(a) 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. Therefore, each Employer is committed to providing support to staff that experience family violence.

(b) Leave for family violence purposes is available to Employees who are experiencing family violence to allow them to be absent from the workplace to attend counselling appointments, medical appointments, legal proceedings or appointments with a legal practitioner and other activities related to, and as a consequence of, family violence, which includes recovering from family violence.

63.2 Definition of Family Violence

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

(a) behaviour by a person towards a family member of that person if that behaviour:

(i) is physically or sexually abusive;

(ii) is emotionally or psychologically abusive;

(iii) is economically abusive;

(iv) is threatening;

(v) is coercive; or

(vi) in any other way controls or dominates the family member and causes that family member to feel fear for the safety or wellbeing of that family member or another person; or

(b) behaviour by a person that causes a child to hear or witness, or otherwise be exposed to the effects of, behaviour referred to in subclause 63.2(a) above.

63.3 Eligibility

(a) Paid leave for family violence purposes is available to all Employees with the exception of casual Employees.

(b) Casual Employees are entitled to access leave without pay for family violence purposes.

63.4 General Measures

(a) Evidence of family violence may be required and can be in the form an agreed document issued by the Police Service, a Court, a Registered Health Practitioner, a Family Violence Support Service, district nurse, maternal and child health care nurse or Lawyer. A signed statutory declaration can also be provided as evidence.

(b) All personal information concerning family violence will be kept confidential in line with the Employer's policies and relevant legislation. No information will be kept on an Employee's personnel file without their express written permission.

(c) No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing family violence.

(d) The Employer will identify contact/s within the workplace who will be trained in family violence and associated privacy issues. The Employer will advertise the name of any Family Violence contacts within the workplace.

(e) An Employee experiencing family violence may raise the issue with their immediate supervisor, Family Violence contacts, Union delegate or nominated Human Resources contact. The immediate supervisor may seek advice from Human Resources if the Employee chooses not to see the Human Resources or Family Violence contact.

(f) Where requested by an Employee, the Human Resources contact will liaise with the Employee's manager on the Employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with subclauses 63.5 and 63.6.

(g) The Employer will develop guidelines to supplement this clause 63 and which details the appropriate action to be taken in the event that an Employee reports family violence.

63.5 Leave

(a) An Employee experiencing family violence will have access to 20 days per year of paid special leave (pro rata for part-time Employees) for counselling

appointments, medical appointments, legal proceedings or appointments with a legal practitioner and other activities related to, and as a consequence of, family violence which includes recovering from family violence (this leave is not cumulative but if the leave is exhausted consideration will be given to providing additional leave). This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.

(b) An Employee who supports a person experiencing family violence may utilise their personal/carer's leave entitlement to accompany them to court, to hospital, or to care for children. The Employer may require evidence consistent with subclause 63.4(a) from an Employee seeking to utilise their personal/carer's leave entitlement.

63.6 Individual Support

(a) In order to provide support to an Employee experiencing family violence and to provide a safe work environment to all Employees, the Employer will approve any reasonable request from an Employee experiencing family violence for:

(i) temporary or ongoing changes to their span of hours or pattern or hours and/or shift patterns;

(ii) temporary or ongoing job redesign or changes to duties;

(iii) temporary or ongoing relocation to suitable employment;

(iv) a change to their telephone number or email address to avoid harassing contact; and/or

(v) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

(b) Any changes to an Employee's role should be reviewed at agreed periods. When an Employee is no longer experiencing family violence, the terms and conditions of employment may revert back to the terms and conditions applicable to the Employee's substantive position.

(c) An Employee experiencing family violence will be offered access to the Employee Assistance Program (**EAP**) and/or other available local Employee support resources. The EAP will include professionals trained specifically in family violence.

(d) An Employee that discloses that they are experiencing family violence will be given information regarding current support services.

64. Compassionate Leave

64.1 When compassionate leave is available

Compassionate leave is available under this clause 64 to an Employee for each occasion (a "**permissible occasion**") when:

(a) a member of the Employee's Immediate Family or household:

(i) contracts or develops a personal illness or sustains a personal injury that poses a serious threat to their life; or

(ii) dies;

(b) the Employee or the Employee's Spouse has a Miscarriage; or

(c) a child is a Stillborn Child, where the child would have been a member of the Employee's Immediate Family, or a member of the Employee's household, if the child had been born alive.

Note: An Employee may be entitled to a period of paid special leave if their pregnancy terminates at or after the completion of 20 weeks' gestation or if the Employee gives birth but the baby subsequently dies – see subclause 67.12(b).

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

64.3 Employees other than casual Employees

The provisions of subclauses 64.4 to 64.6 apply to all Employees other than casual Employees. The entitlements of casual Employees are set out in subclause 64.7.

64.4 Subject to the evidence requirements described at subclause 64.8, an Employee is entitled to up to four (4) ordinary days' paid leave, on each permissible occasion.

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

(a) a single continuous four (4) day period;

(b) two (2) separate periods that include at least one (1) single day; or

(c) any separate periods to which the Employee and Employer agree (which may include single days).

64.6 An Employee is additionally entitled to take unpaid leave of up to four (4) days on each permissible occasion. An Employee may take additional unpaid compassionate leave by agreement with the Employer.

64.7 Casual Employees

Subject to the evidence requirements described at subclause 64.8, a casual Employee is entitled to four (4) days unpaid compassionate leave on each permissible occasion. Unpaid compassionate leave under this subclause 64.7 may be taken as:

(a) a single continuous period;

(b) two (2) separate periods that include at least one (1) single day; or

(c) any separate periods to which the Employee and Employer agree (which may include single days).

64.8 Evidence

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

65. Pre-Natal Leave

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

66. Pre-Adoption Leave

An Employee seeking to adopt a child is entitled to take unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The Employee and the Employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two (2) days' unpaid leave. Where paid leave is available to the Employee, the Employer may require the Employee to take such leave instead.

67. Parental Leave

This clause 70 deals with parental leave, including paid parental leave. The issue of superannuation and parental leave (both paid and unpaid) is addressed at subclause 28.6.

67.1 Structure of clause

This clause 70 is structured as follows:

(a) Structure of clause: subclause 67.1;

(b) Definitions: subclause 67.2;

(c) Long parental leave – unpaid: subclause 67.3;

(d) Short parental leave – unpaid: subclause 67.4;

(e) Hospitalised children – agreement to not take unpaid Parental Leave: subclause 67.5

(f) Flexible Parental Leave – unpaid: subclause 67.6;

(g) Paid parental leave: subclause 67.7;

(h) Notice and evidence requirements: subclause 67.8;

(i) Parental leave associated with the birth of a Child – additional provisions: subclause 67.9;

(j) Unpaid pre-adoption leave: subclause 67.10;

(k) Where placement does not proceed or continue: subclause 67.11;

(l) Special maternity leave: subclause 67.12;

(m) Variation of period of unpaid parental leave (up to 12 months): subclause 67.13;

(n) Right to request extension of period of unpaid parental leave beyond 12 months: subclause 67.14;

(o) Parental leave and other entitlements: subclause 67.15;

(p) Transfer to a safe job and ionising radiation: subclause 67.16;

(q) Returning to work after a period of parental leave: subclause 67.17;

(r) Replacement Employees: subclause 67.18;

(s) Communication during parental leave – organisational change: subclause 67.19; and

(t) Keeping in touch days: subclause 67.20.

Other provisions associated with parental leave are also included in this Agreement. Specifically, prenatal leave at clause 65, flexible working arrangements which includes the right to request to return from parental leave on a part-time basis at clause 92, leave to attend interviews and examinations relevant to adoption leave (pre-adoption leave) at clause 66, breastfeeding at clause 68 and ending employment during parental leave at clause 24.

67.2 Definitions

For the purposes of this clause 70:

(a) **Child** means:

(i) in relation to birth-related leave, a child (or children from a multiple birth) of the Eligible Employee or the Eligible Employee's Spouse;

(ii) in relation to adoption-related leave, a child (or children) under sixteen 16 (as at the day of placement or expected day of placement) who is placed or who is to be placed with the Eligible Employee for the purposes of adoption, other than a child or step-child of the Eligible Employee or of the Spouse of the Eligible Employee or a child who has previously lived continuously with the Eligible Employee for a period of six (6) months or more (**Adopted Child**); or

(iii) as the case requires, includes a Stillborn Child.

(b) **Continuous Service** includes continuous service with one and the same Employer or continuous service with more than one employer including Institutions or Statutory Bodies (as defined at subclauses 69.2(b) and (h) and includes any period of employment that would count as service under the Act.

(c) **Eligible Casual Employee** means an Employee employed by the Employer in casual employment on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months and who has, but for the birth or expected birth of a Child or the decision to adopt a Child, a reasonable expectation of continuing engagement by the Employer on a regular and systematic basis.

(d) **Eligible Employee** for the purposes of this clause 67 means an Employee who has at least six (6) months' Continuous Service or an Eligible Casual Employee as defined above.

(e) **Employee Couple** has the same meaning as under the Act.

(f) **Flexible Parental Leave** means the 30 days' unpaid parental leave an Eligible Employee may take under subclause 67.6 as part of their 52 weeks' entitlement of Parental Leave.

(g) **Long Parental Leave** means the 52 weeks' parental leave an Eligible Employee may take under subclause 67.3.

(h) **Notional Flexible Period** is the period during which the Eligible Employee would be on Flexible Parental Leave if the Eligible Employee took leave for all of the Eligible Employee's notified flexible days in a single continuous period.

(i) **Short Parental Leave** means the up to eight (8) weeks' concurrent parental leave an Eligible Employee may take under subclause 67.4 (Short Parental Leave – Unpaid).

(j) **Stillbirth** means the delivery of a Stillborn Child (as defined in subclause 4.22).

67.3 Long Parental Leave – Unpaid

(a) An Eligible Employee is entitled to 12 months' unpaid Long Parental Leave if:

(i) the leave is associated with:

A. the birth of a Child (including a Stillbirth) of the Eligible Employee or the Eligible Employee's Spouse; or

B. the placement of a Child with the Eligible Employee for adoption; and

(ii) the Eligible Employee has or will have a responsibility for the care of the Child, or in the case of a Stillbirth, the Eligible Employee would have had a responsibility for the care of the Child if the Child had been born alive.

(b) Except as provided at subclause 67.6 (Flexible Parental Leave - Unpaid) and subclause 67.20 (Keeping in Touch Days), the Eligible Employee must take the leave in a single continuous period.

(c) Where an Eligible Employee is a member of an Employee Couple, except as provided at subclauses 67.6 (Flexible Parental leave - Unpaid and 67.4 (Short Parental Leave – Unpaid), parental leave must be taken by only one (1) parent of an Employee Couple at a time in a single continuous period.

(d) Each member of an Employee Couple may take a separate period of up to 12 months of Long Parental Leave. The period of Long Parental Leave will be reduced by any period of Short Parental Leave taken by the Eligible Employee.

(e) Subject to subclause 67.3(f), an Eligible Employee may be able to extend a period of unpaid parental leave in accordance with subclause 67.13 (Variation of period of unpaid parental leave – up to 12 months).

(f) An Eligible Employee's entitlement to Long Parental Leave (other than Flexible Parental Leave) will end on the first day that the Eligible Employee takes Flexible Parental Leave. This means that if an Eligible Employee intends on taking a period of continuous unpaid parental leave they must do so before they take any Flexible Parental Leave.

67.4 Short Parental Leave – Unpaid

(a) This subclause 67.4 applies to an Eligible Employee who is a member of an Employee Couple.

(b) An Eligible Employee who is not at that point taking Long Parental Leave, may take up to eight (8) weeks' leave concurrently with any parental leave taken by the other member of the Employee Couple. Short Parental Leave may be taken in separate periods but, unless the Employer agrees, each period must not be shorter than two (2) weeks.

(c) The period of Short Parental Leave will be deducted from the period of Long Parental Leave to which the Eligible Employee is entitled under subclause 67.3 (if applicable).

67.5 Hospitalised children – agreement to not take unpaid Parental Leave

(a) If:

(i) a Child is required to remain in hospital after the Child's birth, or is hospitalised immediately after the Child's birth, including because:

A. the Child was born prematurely;

B. the Child developed a complication or contracted an illness during the child's period of gestation or at birth; or

C. the Child developed a complication or contracted an illness following the Child's birth; and

(ii) an Employee, whether before or after the birth of the Child, gives notice in accordance with subclause 67.8 of the taking of a period of unpaid parental leave (the **original leave period**) in relation to the Child;

then the Employee may agree with their Employer that the Employee will not take unpaid parental leave for a period (**the permitted work period**) while the Child remains in hospital.

(b) If the Employee and Employer so agree, then the following rules have effect:

(i) the Employee is taken to not be taking unpaid parental leave during the permitted work period;

(ii) the permitted work period does not break the continuity of the original leave period; and

(iii) the Employee is taken to have advised the Employer, for the purposes of subclause 67.8(b), of an end date for the original leave period that is the date on which that period would end if it were extended by a period equal to the permitted work period.

(c) The permitted work period must start after the birth of the Child.

(d) The permitted work period ends at the earliest of the following:

(i) the time agreed by the Employer and Employee;

(ii) the end of the day of the Child's first discharge from hospital after birth; or

(iii) if the Child dies before being discharged, the end of the day the Child dies.

(e) Only one period may be agreed to under subclause 67.5(a) for which the Employee will not take unpaid parental leave in relation to the Child.

(f) The Employee must, if required by the Employer, give the Employer evidence (including without limitation, a medical certificate) that would satisfy a reasonable person of either or both of the following:

(i) that subclause 67.5(a)(i) applies in relation to the child;

(ii) that the Employee is fit for work.

67.6 Flexible Parental Leave - Unpaid

(a) An Eligible Employee may take up to 30 days of their Parental Leave entitlement (**Flexible Parental Leave**) during the 24-month period starting on the date of birth (including a Stillbirth) or day of placement of the Child if the requirements of this subclause 67.6 are satisfied in relation to the leave.

(b) The number of days of Flexible Parental Leave that the Eligible Employee takes must not be more than the number of flexible days notified to the Employer under subclause 67.8(f)(iii) (subject to any agreement under subclause 67.8(f)(iv)).

(c) An Eligible Employee must take the Flexible Parental Leave as:

(i) a single continuous period of one (1) or more days; or

(ii) separate periods of one (1) or more days each.

(d) An Eligible Employee may take the Flexible Parental Leave whether or not they have taken unpaid Parental Leave under this clause 70.

(e) An Eligible Employee may take Flexible Parental Leave after taking one (1) or more periods of unpaid Parental Leave under this clause 70 only if the total of those periods (disregarding any extension under subclause 67.13 or 67.14) is no longer than 12 months, less the employee's Notional Flexible Period, provided that the calculation for the Employee's Notional Flexible Period is based on the assumption that:

(i) the Eligible Employee ordinarily works each day that is not a Saturday or Sunday; and

(ii) there are no public holidays during the period.

(f) A member of an Employee Couple (**the first employee**) may take Flexible Parental Leave on the same day as the other member of the Employee Couple (**the other employee**) is taking unpaid Parental Leave only if the total of all periods of unpaid parental leave the first employee takes at the same time as the other employee is no longer than eight (8) weeks.

67.7 Paid Parental Leave

See also subclause 28.6 (Superannuation during parental leave – from 1 July 2022).

(a) An Eligible Employee commencing parental leave is entitled to paid parental leave on the following basis from 7 July 2022 onwards:

(i) a Primary Carer taking Long Parental Leave will be entitled to fourteen (14) weeks' paid parental leave or twenty-eight (28) week's paid parental leave on half pay, provided that the Long Parental Leave is taken contemporaneously with the birth or placement of the Child; and

(ii) a non-Primary Carer taking Short Parental Leave will be entitled to two (2) weeks' paid parental leave;

save that an Eligible Employee is not entitled to both paid Long Parental Leave and paid Short Parental Leave in respect of the same birth or adoption. Primary Carer in this subclause 67.7(a) means the person who has responsibility for the care of the Child. Only one (1) person can be the Child's Primary Carer on a particular day.

(b) Subclause 67.7(a) is subject to subclause 67.5, in which case the Employee taking Long or Short Parental Leave may agree with the Employer that the Employee will not take Long or Short Parental Leave during the permitted work period while the Child remains hospitalised.

(c) Payment

Payment for paid parental leave will be based on the Employee's ordinary time rate of pay provided in **Appendix 2** and the higher qualifications allowance (if applicable) and will be based on the following:

(i) **Full-time Employee** – 38 ordinary hours;

(ii) **Part-time Employee –** the Employee's contracted hours, save that where the part-time Employee's ordinary hours fluctuate because the Employee works additional ordinary shifts (but excluding a permanent variation) an average of the Employee's ordinary hours over:

A. the preceding 12 months; or

B. the Employee's period of service where the Employee has less than 12 months service;

will apply where this is more favourable to the Employee; or

(iii) **Casual Employee –** average of the Employee's ordinary hours of work over the preceding 12 months**;**

save that, if an Eligible Employee has changed their position or reduced their ordinary hours as a result of the pregnancy or adoption prior to taking the paid parental leave, the above will be calculated using the Employee's ordinary hours or position prior to the changed arrangement.

(d) Paid parental leave is in addition to any relevant Commonwealth Government paid parental leave scheme (subject to the requirements of any applicable legislation).

(e) The Employer and Eligible Employee may reach agreement on alternative arrangements as to how the paid parental leave under this Agreement is paid.

For example, such leave may be paid in smaller amounts over a longer period, consecutively or concurrently with any relevant Commonwealth Government parental leave scheme (subject to the requirements of any applicable legislation) and may include a voluntary contribution to superannuation.

(f) Such agreement must be in writing and signed by the parties. The Eligible Employee must nominate a preferred payment arrangement at least four (4) weeks prior to the expected date of birth or date of placement of the Child.

(g) In the absence of agreement, such leave will be paid during the ordinary pay periods corresponding with the period of the leave.

(h) The paid parental leave prescribed by this subclause 67.7 will be concurrent with any relevant unpaid entitlement prescribed by the NES/this Agreement.

67.8 Notice and evidence requirements

(a) Subject to subclause 67.8(f) (Notice – Flexible Parental Leave - Unpaid), an Eligible Employee must give to the Employer:

(i) at least 10 weeks written notice, or if that is not practicable as soon as practicable, of the intention to take parental leave, including the proposed start and end dates; or

(ii) if the parental leave is to be taken in separate periods of concurrent leave under subclause 67.4(b) and the leave is not the first of those leave periods of concurrent leave, then only notice of at least four (4) weeks before starting the period of concurrent leave is required, or if that is not practicable give written notice as soon as practicable, save that if the Eligible Employee gave written notice of the separate periods of concurrent leave in the notice provided under subclause 67.8(a)(i), there is no requirement for the Eligible Employee to give notice in accordance with this subclause 67.8(a)(ii).

(b) Subject to clause 67.8(f) (Notice – Flexible Parental Leave - Unpaid), at least four (4) weeks before the intended commencement of parental leave, or if that is not practicable as soon as practicable, the Eligible Employee must confirm in writing the intended start and end dates of the parental leave, or advise the Employer of any changes to the notice provided in subclause 67.8(a), unless it is not practicable to do so. This does not apply to a notice for a period of concurrent leave period referred to in subclause 67.8 that already requires four (4) weeks' notice.

(c) Where requested by the Employer, the Eligible Employee will also provide particulars of any period of partner (or like authorised) leave sought.

(d) The Employer may require the Eligible Employee to provide evidence which would satisfy a reasonable person of:

(i) in the case of birth-related leave:

A. the date of birth, or expected date of birth of the Child (including without limitation, a medical certificate or certificate from a registered midwife, stating the date of birth or expected

date of birth); and

B. if relevant, that their Child was stillborn (including without limitation, a certification by a medical practitioner or registered midwife of the child as having been delivered); or

(ii) in the case of adoption-related leave, the commencement of the placement (or expected day of placement) of the Child and that the Child will be under 16 years of age as at the day of placement or expected day of placement.

(e) An Employee will not be in breach of this subclause 67.8 if failure to give the stipulated notice is occasioned by the birth of the Child or placement occurring earlier than the expected date or in other unexpected circumstances. In these circumstances the notice and evidence requirements of this subclause 67.8 should be provided as soon as reasonably practicable.

(f) Notice requirements - Flexible Parental Leave - Unpaid

(i) If an Employee wishes to take unpaid Flexible Parental Leave, the Employee must give notice to the Employer as follows:

A. where the Employee also takes unpaid Long Parental Leave or Short Parental Leave under subclauses 67.3 or 67.4 (**the original leave)**;

i. at the same time as the Employee gives notice in accordance with subclause 67.8(a) in relation to the original leave, unless subclause 33.1(a)ii below applies; or

ii. if the Employee takes more than one period of unpaid Short Parental Leave, at the same time as the Employee gives notice in accordance with subclause 67.8(a) in relation to the first of those periods of leave; or

B. otherwise - at least 10 weeks before starting the Flexible Parental Leave.

(ii) If the Employer agrees, the notice may be given at a later time than that specified in subclause 67.8(f)(i).

(iii) The notice under subclause 67.8(f)(i) must specify the total number of days (**Flexible Days**) of Flexible Parental Leave that the Employee intends to take in relation to the Child.

(iv) If the Employer agrees, the Employee may:

A. reduce the number of flexible days, including by reducing the number of flexible days to zero; or

B. increase the number of flexible days, but not so as to increase the number of flexible days above 30.

(v) The Employee must give the Employer written notice of a flexible day on which the Employee will take Flexible Parental Leave:

A. at least four (4) weeks before that day; or

B. if that is not practicable, as soon as practicable (which may be a time after the leave has started).

(vi) If the Employer agrees, the Employee may change a day on which the Employee takes Flexible Parental Leave from a day specified in a notice under subsection 67.8(f)(v).

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

(a) Subject to the limits on duration of parental leave set out in this Agreement and unless agreed otherwise between the Employer and Eligible Employee, an Eligible Employee who is pregnant may commence Long Parental Leave at any time up to six (6) weeks immediately prior to the expected date of birth.

(b) Six weeks before the birth

(i) Where a pregnant Eligible Employee continues to work during the six (6) week period immediately prior to the expected date of birth, the Employer may require the Eligible Employee to provide a medical certificate stating that they are fit for work and, if so, whether it is inadvisable for them to continue in their present position because of illness or risks arising out of the Eligible Employee's pregnancy or hazards connected with the position.

(ii) Where a request is made under subclause 67.9(b)(i) and an Eligible Employee:

A. does not provide the Employer with the requested certificate within seven (7) days of the request; or

B. within seven (7) days after the request gives the Employer a medical certificate stating that the Eligible Employee is not fit for work;

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

(iv) Where a request is made under subclause 67.9(b)(i) and an Eligible Employee provides a medical certificate that states that the Eligible Employee is fit for work but it is inadvisable for the Eligible Employee to continue in their present position during a stated period, subclause 67.16 (Transfer to a safe job) will apply.

67.10 Pre-adoption leave

Employees' entitlement to pre-adoption leave is set out at clause 66 (Pre-adoption leave).

67.11 Where placement does not proceed or continue

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

(b) Where the Eligible Employee had, at the time, started a period of adoption-related leave in relation to the placement, the Eligible Employee's entitlement to adoption-related leave is not affected, except where the Employer gives written notice under subclause 67.11(c).

(c) The Employer may give the Eligible Employee written notice that, from a stated day no earlier than four (4) weeks after the day the notice is given, any untaken long adoption-related leave is cancelled with effect from that day.

(d) Where the Eligible Employee wishes to return to work due to a placement not proceeding or continuing, the Employer must nominate a time not exceeding four (4) weeks from receipt of notification for the Eligible Employee's return to work.

67.12 Special maternity leave

(a) Entitlement to unpaid special birth-related leave

(i) An Eligible Employee is entitled to a period of unpaid special leave if they are not fit for work during that period because:

A. they have a pregnancy-related illness affecting them; or

B. all of the following apply:

iii. they have been pregnant; and

iv. the pregnancy ends after a period of gestation of at least 12 weeks otherwise than by the birth of a living Child; and

v. the birth is not a Stillbirth.

(ii) An Eligible Employee who has an entitlement to personal leave may, in part or whole, take personal leave instead of unpaid special leave under this subclause 67.12(a).

(iii) Where the pregnancy ends more than 28 weeks from the expected date of birth of the Child, the Eligible Employee is entitled to access any paid and/or unpaid personal leave entitlements in accordance with the relevant personal leave provisions.

(b) Entitlement to paid special birth-related leave

(i) An Eligible Employee is entitled to a period of paid special leave if their pregnancy terminates at or after the completion of 20 weeks' gestation or the Eligible Employee gives birth but the baby subsequently dies.

(ii) Paid special leave is paid leave up to the amount of paid leave available under subclause 67.7(a)(i) (plus superannuation) based on the amount of leave taken, in circumstances where the Employee intended to take long parental leave at the time of birth or placement.

Examples:

1. An Employee who takes six (6) weeks paid special leave will be paid six (6) weeks.
2. An Employee who takes 16 weeks will be paid the full amount of paid leave available under subclause 67.7(a)(i) (14 weeks).

(iii) Paid special leave is in addition to any unpaid special leave taken under subclause 67.12(a)(i).

(iv) Paid leave available under subclause 67.7(a)(ii) will also apply in these circumstances.

(c) Evidence

If an Eligible Employee takes leave under this subclause 67.12 the Employer may require the Eligible Employee to provide evidence that would satisfy a reasonable person of the matters referred to in subclause 67.12(a)(i) or 67.12(b)(i) or to provide a certificate from a registered medical practitioner. The Eligible Employee must give notice to the Employer as soon as practicable, advising the Employer of the period or the expected period of the leave under this provision.

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

(a) Where an Eligible Employee has:

(i) given notice of the taking of a period of Long Parental Leave under subclause 67.3;

(ii) the length of this period of Long Parental Leave as notified to the Employer is less than the Eligible Employee's available entitlement to Long Parental Leave;

(iii) commenced the period of Long Parental Leave; and

(iv) not taken a period of Flexible Parental Leave – Unpaid;

the Eligible Employee may change the period of parental leave on one occasion. Any change is to be notified (including the new end date for the leave) as soon as possible but no less than four (4) weeks prior to the commencement of the changed arrangements. Nothing in this subclause 67.13 detracts from the basic entitlement in subclause 67.3 (Long Parental Leave – Unpaid) or subclause 67.14 (Right to request an extension of period of unpaid parental leave beyond 12 months).

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

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

(a) An Eligible Employee entitled to Long Parental Leave pursuant to the provisions of subclause 67.3 may request the Employer to allow the Eligible Employee to extend the period of Long Parental Leave by a further continuous period of up to 12 months immediately following the end of the available parental leave.

(b) Request to be in writing

The request must be in writing and must be given to the Employer at least four (4) weeks before the end of the available parental leave period.

(c) Response to be in writing

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

(d) Refusal only on reasonable business grounds

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

(e) Reasons for refusal to be specified

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

(f) Reasonable opportunity to discuss

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

(g) Employee Couples

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

(i) the request must specify:

A. any amount of Long Parental Leave that the other member of the Employee Couple has taken, or will have taken in relation to the Child before the extension starts;

B. if the other member of the Employee Couple has given notice of an intention to take Flexible Parental Leave - Unpaid (in accordance with subclause 67.8(f), the request must specify the number of flexible days that will not have been taken when the period of extended leave commences;

(ii) the period of extension cannot exceed 12 months, less any period:

A. of Long Parental Leave (other than Flexible Parental Leave - Unpaid) that the other member of the Employee Couple has taken, or will have taken, in relation to the Child before the extension starts; and

B. equal to the other member's Notional Flexible Period (if subclause 67.14(g)(i)B. applies above); and

(iii) the amount of Long Parental Leave to which the other member of the Employee Couple is entitled under subclause 67.3 in relation to the Child is reduced by the period of the extension.

(h) No extension beyond 24 months

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

67.15 Parental leave and other entitlements

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

67.16 Transfer to a safe job and Ionising Radiation

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

(i) illness or risks arising out of the pregnancy; or

(ii) hazards connected with the position;

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

(b) Paid no safe job leave

If:

(i) subclause 67.16(a) applies to a pregnant Eligible Employee but there is no appropriate safe job available;

(ii) the Eligible Employee is entitled to Long Parental Leave; and

(iii) the Eligible Employee has complied with the notice of intended start and end dates of leave and evidence requirements under subclause 67.8 for taking Long Parental Leave;

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

(c) If the Eligible Employee takes paid no safe job leave for the risk period, the Employer must pay the Eligible Employee at the Eligible Employee's ordinary hours rate of pay for the Eligible Employee's ordinary hours of work in the risk period.

(d) This entitlement to paid no safe job leave is in addition to any other leave entitlement the Eligible Employee may have.

(e) If an Eligible Employee, during the six (6) week period before the expected date of birth, is on paid no safe job leave, the Employer may request that the Eligible Employee provide a medical certificate within seven (7) days stating whether the Eligible Employee is fit for work.

(f) If the Eligible Employee has either:

(i) not complied with the request from the Employer; or

(ii) provided a medical certificate stating that they are not fit for work;

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

(g) Unpaid no safe job leave

If:

(i) subclause 67.16(a) applies to a pregnant Employee but there is no appropriate safe job available;

(ii) the Employee will not be entitled to Long Parental Leave as at the expected date of birth; and

(iii) the Employee has given the Employer evidence that would satisfy a reasonable person of the pregnancy if required by the Employer (which may include a requirement to provide a medical certificate);

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

(h) Ionising Radiation

This subclause 67.16(h) does not diminish any prescribed safety standard.

(i) Where an Employee is pregnant and their role includes duties that expose them to ionising radiation, at any time during the pregnancy the Employee may request a temporary modification to those duties or other mitigation (for example, additional protection) to avoid exposure to ionising radiation, including where the level of exposure is within the relevant safe exposure standard.

(ii) The Employer will:

A. consider whether it can accommodate a temporary modification to avoid exposing the Employee to ionising radiation and will accommodate the request where it can reasonably do so; and

B. meet with the Employee to discuss the request and options to accommodate that request or alternative.

(iii) In the event of a dispute, clause 14 of this Agreement applies.

(iv) The Union or other representative may represent the Employee at any time, including the meeting referred to at subclause 67.16(h)(ii)B above.

67.17 Returning to work after a period of parental leave

(a) An Eligible Employee will endeavour to notify the Employer of their intention to return to work after a period of Long Parental Leave at least four (4) weeks prior to the end of the leave, or where that is not practicable, as soon as practicable.

(b) An Eligible Employee will be entitled to return:

(i) unless subclause 67.17(b)(ii) or subclause 67.17(b)(iii) applies, to the position which they held immediately before proceeding on parental leave;

(ii) if the Eligible Employee was promoted or voluntarily transferred to a new position (other than to a safe job pursuant to subclause 67.16), to the new position;

(iii) if subclause 67.17(b)(ii) does not apply, and the Eligible Employee began working part-time because of the pregnancy of the Eligible Employee, or their Spouse, to the position held immediately before starting to work part-time.

(c) Subclause 67.17(b) is not to result in the Eligible Employee being returned to the safe job to which the Eligible Employee was transferred under subclause 67.16. In such circumstances, the Eligible Employee will be entitled to return to the position held immediately before the transfer.

(d) Where the relevant former position (per subclauses 67.17(b) and 67.17(c) above) no longer exists, an Eligible Employee is entitled to return to an available position for which the Eligible Employee is qualified and suited nearest in status and pay to that of their pre-parental leave position.

(e) The Employer must not fail to re-engage an Eligible Employee because:

(i) the Eligible Employee or Eligible Employee's Spouse is pregnant; or

(ii) the Eligible Employee is or has been immediately absent on parental leave.

(f) The rights of the Employer in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause 70.

(g) Stillbirth or death of child – cancelling leave or returning to work

(i) In the event of a Stillbirth, or if a Child dies during the 24-month period starting on the child's date of birth, then an Eligible Employee who is entitled to a period of parental leave in relation to the Child may:

A. before the period of leave starts, give their Employer written notice cancelling the leave; or

B. if the period of leave has started, give their Employer written notice that the Employee wishes to return to work on a specified day (which must be at least four (4) weeks after the date on which the Employer receives the notice).

(ii) Where notice under subclause 67.17(g)(i) is given, the Employee's entitlement to Parental Leave in relation to the Child ends:

A. if the action is taken under subclause 67.17(g)(i)A, immediately after the cancellation of the leave; or

B. if the action is taken under subclause 67.17(g)(i)B, immediately before the specified day.

(iii) This subclause 67.17(g) does not limit subclause 67.13(b) (dealing with the Employee varying the period of unpaid parental leave with the agreement of the Employer).

(h) Employee who ceases to have responsibility for care of Child

(i) This subclause 67.17(h) applies to an Employee who has taken unpaid Parental Leave in relation to a Child if the Employee ceases to have any responsibility for the care of the Child for a reason other than because:

A. of a Stillbirth; or

B. the Child dies during the 24-month period starting on the child's date of birth.

(ii) The Employer may give the Employee written notice requiring the Employee to return to work on a specified day.

(iii) The specified day:

A. must be at least four (4) weeks after the notice is given to the Employee; and

B. if the leave is birth-related leave taken by an Employee who has given birth, must not be earlier than six (6) weeks after the date of birth of the Child.

(iv) The Employee's entitlement to Parental Leave in relation to the Child ends immediately before the specified day.

67.18 Replacement Employees

(a) A replacement Employee is an Employee specifically engaged or temporarily promoted or transferred, as a result of an Eligible Employee proceeding on parental leave.

(b) Before the Employer engages a replacement Employee, the Employer must inform that person of the temporary nature of the employment and of the rights of the Eligible Employee who is being replaced to return to their pre-parental leave position.

67.19 Communication during parental leave – organisational change

(a) Where an Eligible Employee is on parental leave and the Employer proposes a change or makes a decision that will have a significant effect within the meaning of clause 13 (Consultation) of this Agreement on the Eligible Employee's pre-parental leave position and/or on the status, pay or location of the Eligible Employee's pre-parental leave position, the Employer will comply with the requirements of clause 13 (Consultation) which include but are not limited to providing:

(i) information in accordance with subclause 13.4; and

(ii) an opportunity for discussions with the Eligible Employee and, where relevant, the Eligible Employee's representative in accordance with subclause 13.6.

(b) The Eligible Employee will endeavour to take reasonable steps to inform the Employer about any significant matter that arises whilst the Eligible Employee is taking parental leave that will affect the Eligible Employee's decision regarding the duration of parental leave to be taken, whether the Eligible Employee intends

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

(c) The Eligible Employee will also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with subclause 67.19.

(d) The Eligible Employee's pre-parental leave position is:

(i) unless subclause 67.19(d)(ii) below applies, the position the Eligible Employee held before starting parental leave;

(ii) if, before starting parental leave, the Eligible Employee:

A. was transferred to a safe job because of their pregnancy; or

B. reduced their working hours due to their pregnancy;

the position the Eligible Employee held immediately before that transfer or reduction.

67.20 Keeping in touch days

(a) This clause 70 does not prevent an Eligible Employee from performing work for the Employer on a keeping in touch day while the Eligible Employee is taking Parental Leave. If the Eligible Employee does so, the performance of that work does not break the continuity of the period of Parental Leave.

(b) Any day or part of a day on which the Eligible Employee performs work for the Employer during the period of leave is a keeping in touch day if:

(i) the purpose of performing the work is to enable the Eligible Employee to keep in touch with their employment in order to facilitate a return to that employment after the end of the period of leave;

(ii) both the Eligible Employee and Employer consent to the Eligible Employee performing work for the Employer on that day;

(iii) the day is not within:

A. if the Eligible Employee suggested or requested that they perform work for the Employer on that day – 14 days after the date of birth, or day of placement, of the Child to which the period of leave relates; or

B. otherwise – 42 days after the date of birth, or day of placement, of the Child; and

(iv) the Eligible Employee has not already performed work for the Employer or another entity on ten days during the period of leave that were keeping in touch days, subject to subclause 67.20(e)(ii).

(c) The duration of the work the Eligible Employee performs on that day is not relevant for the purposes of this subclause 67.20(b).

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

(e) For the purposes of subclause 67.20(b)(iv) the following will be treated as two (2) separate periods of unpaid parental leave (meaning that an Eligible Employee can work up to ten (10) keeping in touch days during each period of leave):

(i) a period of Long Parental Leave taken during the Eligible Employee's available parental leave period under subclause 67.3 (Long Parental Leave – Unpaid) and 67.13 (Variation of period of unpaid parental leave (up to 12 months)); and

(ii) an extension of the period of Long Parental Leave under subclause 67.14 (Right to request an extension of period of unpaid parental leave beyond 12 months).

(f) Subclause 67.20(a) does not apply in relation to the Eligible Employee on and after the first day on which the Employee takes flexible unpaid parental leave in relation to the Child.

68. Breastfeeding

68.1 Paid break

The Employer will provide reasonable paid break time for an Employee to express breast milk for their nursing child each time such Employee has need to express the milk, or breastfeed the child within the workplace, for one (1) year after the child's birth.

68.2 Place to express or feed

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

68.3 Storage

Appropriate refrigeration will be available in proximity to the area referred to in subclause 68.2 for breast milk storage. Responsibility for labelling, storage and use lies with the Employee.

69. Long Service Leave

PART 1 - GENERAL

69.1 Scope

This clause 72 is split into four (4) parts:

(a) **Part 1** (subclauses 69.1 - 72.2) explains the scope of this clause 72 and includes defined terms used across each Part.

(b) **Part 2** (subclauses 69.3 - 72.10) sets out the long service leave entitlement of non-casual Employees (full-time and part-time, including fixed-term), as well as casual Dental Prosthetists and Dental Technicians, at the time they take a period of long service leave or their employment ceases.

(c) **Part 3** (subclauses 69.11 - 72.18) sets out the long service leave entitlement of casual Employees (other than casual Dental Prosthetists or Dental Technicians) at the time they take a period of long service leave or their employment ceases.

(d) **Part 4** (subclauses 69.19 - 72.23) contains a series of common provisions that apply in respect of all Employees.

69.2 Definitions

The following meanings shall apply to the terms referred to below for the purposes of this clause 72 unless a contrary intention is apparent:

(a) **Allowable Period of Absence** means five (5) weeks in addition to the total period of paid annual, long service and/or personal leave which the Employee actually receives on termination or for which the Employee is paid in lieu.

(b) **Institution** means any employer, health service, hospital or benevolent home, community health centre, society or association:

(i) named in **Appendix 1** of this Agreement;

(ii) that was created or registered under the *Health Services Act 1988* (Vic) or the former *Hospital and Charities Act 1958* (Vic); or

(iii) the Cancer Institute constituted under the *Cancer Act 1958* (Vic);

(iv) and successors thereto.

(c) **LSL Act** means the *Long Service Leave Act 2018* (Vic).

(d) **Month** means a calendar month.

(e) **Pay** means remuneration for an Employee's normal weekly hours of work calculated at the Employee's ordinary time rate of pay provided in **Appendix 2** at the time the leave is taken or (if the Employee dies before the completion of leave so taken) as at the time of the Employee's death, and will include the amount of any increase to the Employee's ordinary time rate of pay which occurred during the period of leave as from the date of such increase operates. Where a part-time Employee's hours fluctuate because the Employee works additional ordinary shifts (but excluding a permanent variation), the 'normal weekly hours of work' will be calculated by taking an average over the preceding 12 months where this is more favourable to the Employee.

(f) **Pay** for a casual Employee means the remuneration for the Employee's normal weekly hours of work at their ordinary pay calculated in accordance with sections 15 and 16 of the LSL Act.

(g) **Service** means employment with an employer, Institution or Statutory Body.

(h) **Statutory Body** means the Hospital and Charities Commission of Victoria, the Health Commission of Victoria, and/or the Victorian Nursing Council and Successors.

(i) **Transfer of business** occurs in the circumstances described at section 311 of the Act.

PART 2 - LONG SERVICE LEAVE FOR NON-CASUAL EMPLOYEES (AND CASUAL DENTAL PROSTHETISTS AND DENTAL TECHNICIANS)

69.3 Application of Part 2

This Part 2 (clauses 72.3 - 72.10) applies to non-casual Employees, casual Dental Prosthetists, and casual Dental Technicians only.

69.4 Entitlement

(a) Subject to subclause 69.6, Employees are entitled to:

(i) six (6) months' long service leave with Pay on completion of fifteen years' Continuous Service; and

(ii) thereafter an additional two (2) months' long service leave with Pay on completion of each additional five (5) years of Continuous Service.

(b) Subject to subclause 69.6(c) and (d), an entitlement under subclause 69.4(a)(i) may be taken in advance on a pro rata basis if the Employee has accrued Continuous Service of at least:

(i) 10 years;

(ii) from 1 July 2021, 9 years;

(iii) from 1 July 2022, 8 years; or

(iv) from 1 July 2023, 7 years.

69.5 Calculating Continuous Service

(a) Definitions:

(i) Continuous Service means continuous Service with the same employer plus any prior Service of six (6) months or more with one (1) or more Institutions or Statutory Bodies.

(ii) Continuous Casual Employment means, for the purpose of subclause 69.5(b), a period or periods of casual Service that are taken to be continuous, because one of the following applies:

A. the period starting at the end of a particular instance of employment and ending at the start of another particular instance of employment did not exceed either the Allowable Period of Absence, or 12 weeks (whichever is greater);

B. the Employee had been employed by an employer on a regular and systematic basis and the Employee had a reasonable expectation of being re-engaged by the same employer;

C. the gap between engagements was due to the terms of engagement of the casual Employee;

D. the gap between engagements was caused by seasonal factors; or

E. the Employee and employer agreed, before the start of an absence, to treat the employment as continuous despite the

absence.

(b) Periods that count towards Continuous Service

Service or prior Service during the following periods will be deemed to be continuous and will count as Continuous Service for the purpose of subclause 69.5(a):

(i) an absence from work on any form of paid leave (e.g. annual leave, personal leave, long service leave and paid parental leave);

(ii) any interruption or ending of employment by the employer if made with the intention of avoiding obligations in respect of long service leave or annual leave;

(iii) any absence on account of illness or injury arising out of or in the course of the employment for a period during which an Employee is receiving accident pay (see clause 30);

(iv) any absence from employment on defence service in accordance with section 8 of the *Defence Reserve Service (Protection) Act 2001* (Cth);

(v) a period of absence on community service leave under the Act;

(vi) in the case of unpaid absences not otherwise referenced in this subclause 72.5(b), subject to clause 69.10, as follows:

A. any unpaid leave that is authorised in advance in writing by the employer to count as service; or

B. up to (and including) 6 July 2022, any unpaid absence from work of not more than fourteen days in any year on account of illness or injury; or

C. on and from 7 July 2022:

(1) any period of unpaid leave taken on account of illness or injury;

(2) a period of Parental Leave, including Parental Leave that is extended under subclause 67.14; and

(3) the first 52 weeks of any other type of unpaid leave not specifically referenced in this subclause 72.5(b)(vi); and

(vii) periods of Continuous Casual Employment with an employer, Statutory Body or Institution;

save that if long service leave was already taken or paid in lieu in respect of any such period, no further benefit to take long service leave will arise in respect of that period.

(c) Periods that do not break Continuous Service, but do not count towards Continuous Service

Unless otherwise agreed in writing between the employer and Employee, the following periods do not break Continuous Service but do not count towards an

Employee's Continuous Service for the purpose of calculating the Employee's long service leave entitlement:

(i) any authorised period of absence on unpaid leave not referred to in subclause 69.5(b);

(ii) subject to the requirements of the Act, any interruption arising directly or indirectly from an industrial dispute;

(iii) any period between the employment with one Institution or Statutory Body and another provided it is equal to or less than the Allowable Period of Absence from employment;

(iv) the dismissal of an Employee if the Employee is re-employed by the same employer within a period not exceeding two (2) months from the date of such dismissal;

(v) up to (and including) 6 July 2022, any absence on account of injury arising out of or in the course of their employment not covered by a period in which an Employee is receiving accident make up pay or other paid leave;

(vi) any absence from work for a period not exceeding twelve months in respect of any pregnancy or adoption not covered by subclause 69.5(b)(i) or (vi).

(d) Effect of taking or being paid in lieu long service leave on an Employee's commencement date

For the removal of doubt, where an Employee has received long service leave or payment in lieu of long service leave from an Institution or Statutory Body (including an employer covered by this Agreement), this does not alter the Employee's commencement date for the purpose of calculating the Employee's total period of Continuous Service.

Example:
An Employee, upon reaching 15 years' service with employer A, resigns. The Employee receives payment in lieu of the six (6) months' Long Service Leave (LSL) that had accrued.
Within the Allowable Period of Absence, the Employee commences employment with employer B. The 15 years' service with employer A counts as service with employer B for the purposes of LSL. The Employee is entitled to two (2) months' LSL after five (5) years' service with employer B. The Employee is not entitled to any further benefit for the period of service with employer A.

69.6 Taking of leave

(a) When leave is to be taken

Long service leave will be granted by the employer within six (6) months from the date of the entitlement arising under subclause 69.4(a) save that:

(i) long service leave may be postponed to a mutually agreeable date;

(ii) if agreement cannot be reached:

A. where the Employee is employed in one of the following

professions, they may nominate preferred date(s) for the taking of leave, save that the employer may refuse the date(s) so nominated on reasonable business grounds:

(1) Art Therapist;

(2) Exercise Physiologist;

(3) Play Therapist (Child Life Therapist);

(4) Mechanical Officer; or

(5) Radiation Engineer; or

B. for all other Employees, the date will be determined by a member of the Commission provided that such a determination will not require long service leave to commence before six (6) months from the date of such determination; and

(iii) leave the subject of approval or grant under subclause 69.6(c) shall be taken in accordance with the terms of the application or agreement.

(b) How leave is to be taken

Long service leave may be taken:

(i) in any number of periods, with each period being no less than one (1) week, or where administratively possible one (1) day, as agreed between the Employee and the employer; or

(ii) where it is taken as part of a transition to retirement, in any other way agreed upon by the employer and Employee.

(c) Long service leave in advance

(i) If an Employee has completed ten years' Continuous Service, an employer may, by agreement with the Employee, grant long service leave in advance on a pro rata basis.

(ii) Supplementary to subclause 69.6(c)(i), and subject to subclause 69.6(c)(iii), if an Employee requests to take long service leave on a pro rata basis under clause 69.4(b), the employer must grant the Employee's request to take long service leave as soon as practicable after receiving the request unless the employer has reasonable business grounds for refusing the request.

(iii) In the event of a dispute over when the leave in subclause 69.6(c)(ii) is to be taken, the dispute resolution procedure at clause 14 will apply.

(d) Flexible taking of leave

(i) An Employee may, subject to subclause 69.6(d)(iv), request to take double the period of long service leave at half Pay.

(ii) Employees should seek independent advice regarding the taxation and superannuation implications of seeking payment under this subclause 69.6(d). The employer will not be held responsible in any way for the cost or outcome of any such advice.

(iii) The employer, if requested by the Employee, will provide information as to the amount of tax the employer intends to deduct where payment of long service leave is sought under subclause 69.6(d)(i).

(iv) Wherever it is practical to do so, the employer will grant a request by an Employee under subclause 69.6(d)(i). If granting the request under this subclause 69.6(d)(iv) would result in an additional cost to the employer, then it is not practical to grant an Employee's request.

(v) Flexible taking of long service leave does not affect an Employee's continuous service recognised.

Example:
In the case of an Employee taking 12 months' paid long service leave at half pay, six (6) months will count towards the Employee's Continuous Service (and the remaining six (6) months will not break continuity of service).

69.7 Payment on termination of employment

(a) Basic entitlement at termination of employment

Except where an election is made under clause 69.7(b) below, an Employee is entitled to payment in lieu of untaken long service leave upon termination of employment (calculated at one thirtieth of the period of Continuous Service) if, as at the termination date:

(i) the Employee has accrued at least fifteen years' Continuous Service; or

(ii) the Employee has an entitlement to take pro rata long service leave in advance under subclause 69.4(b).

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

(i) This subclause 72.7(b) applies to Employees who intend to be re-employed by another employer, Institution or Statutory Body, and:

A. are entitled to take pro rata long service leave in advance under subclause 69.4(b); or

B. in the case of the following classifications, have otherwise accrued at least seven (7) years' Continuous Service with their employer:

(1) Art Therapist;

(2) Exercise Physiologist;

(3) Play Therapist (Child Life Therapist);

(4) Mechanical Officer; or

(5) Radiation Engineer.

(ii) An Employee to whom subclause 69.7(b)(i) applies may:

A. request in writing that payment for accrued long service leave be deferred until after the Employee's Allowable Period of

Absence (as defined above) has expired; and

B. where the Employee notifies the initial employer in writing within the Allowable Period of Absence that the Employee has been employed by such an employer, and the re-employment meets the criteria set out in in subclause 69.7(b)(iv) below, the initial employer is no longer required to make payment to the Employee in respect of such service.

(iii) Where the notice referred to at subclause 69.7(b)(ii)B. is not provided to the initial employer prior to or within the Allowable Period of Absence (including because the re-employment does not meet the criteria set out in in subclause 69.7(b)(iv) below, the initial employer will, upon the expiration of the Allowable Period of Absence, make payment in lieu of long service leave as per subclause 69.7(a).

(iv) For the purposes of this subclause 69.7(b), re-employment by another employer, Institution or Statutory Body means employment other than as a casual Employee (except as a casual Dental Prosthetist or casual Dental Technician).

(c) For the removal of doubt:

(i) where an Employee has accrued at least fifteen years' Continuous Service with an employer, this cannot be transferred and the Employee will receive payment in lieu of untaken long service leave upon termination of employment; and

(ii) an Employee is able to transfer Service where they do not have the amount of Continuous Service required in accordance with subclause 69.7(b)(i).

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

Where an Employee dies while still in the employ of the employer, payment in lieu of long service leave will be made to the Employee's personal representative in accordance with subclause 69.7(a) above.

(e) No entitlement arising for periods of leave already taken

For the removal of doubt, where an Employee makes an election under subclause 69.7(b) such that their previous Service is recognised by the new employer, the Employee's previous employer is no longer liable to make any payment in lieu of that Employee's Service (unless the Employee makes a subsequent election, under subclause 69.7(b) above, to transfer their Service back to their previous employer).

69.8 Public holidays and Accrued Days Off

See also clause 55 (Public Holidays) and 45 (Accrued Days Off).

Long service leave is inclusive of any public holiday or ADO occurring during the period when leave is taken.

69.9 Proof of sufficient aggregate of service

(a) The onus of proving a sufficient aggregate of service to support a claim for any long service leave entitlement will at all times rest upon the Employee concerned. A Certificate of Service in accordance with **Appendix 6** or a similar form will constitute acceptable proof.

(b) An employer will provide an Employee whose employment is ending with a Certificate of Service in accordance with **Appendix 6** upon request.

(c) Upon request by an Employee who is entitled to Long Service Leave in accordance with this clause 69, an employer must provide to the Employee a Certificate of Service in accordance with **Appendix 6** or a similar form if the Employee will continue to be employed as a casual Employee by the employer.

69.10 Transitional Arrangements for Parental Leave taken after 1 November 2018 and before 7 July 2022

Note 1: Unpaid Parental Leave taken prior to 1 November 2018 does not count as Continuous Service unless otherwise agreed, per subclause 69.5(b)(vi)A.

Note 2: Unpaid Parental Leave taken after 6 July 2022 will constitute Continuous Service, per subclause 69.5(b)(vi)C.(2).

(a) As an exception to clause 69.5(b), an Employee who took a period of unpaid Parental Leave that included any part of the period between 1 November 2018 and 6 July 2022 (inclusive) may make an application to the employer to have that service recognised for Long Service Leave purposes. The employer will approve the application and provide to the Employee an updated Certificate of Service reflecting the adjusted service arrangements.

(b) An Employee electing to make an application under subclause 69.10(a) must make the application to the employer no later than six (6) months of the following (whichever occurs last):

(i) the date on which this Agreement commences; or

(ii) the date on which the Employee returns to work after the qualifying period of unpaid Parental Leave.

(c) This subclause 69.10 shall also apply to an Employee in respect of a former employer if the Employee took a qualifying unpaid period of Parental Leave under subclause 69.10(a) while employed by that former employer.

PART 3 - LONG SERVICE LEAVE FOR CASUAL EMPLOYEES (OTHER THAN DENTAL PROSTHETISTS AND DENTAL TECHNICIANS)

69.11 Application of Part 3

Casual Employees (other than casual Dental Prosthetists and Dental Technicians) shall be entitled to long service leave with ordinary pay in accordance with this Part 3 (clauses 72.11 - 72.18).

69.12 Interpretation

For the purposes of this Part 3:

(a) **Continuous employment** has the meaning given in sections 12-14 and 57 of the LSL Act;

(b) **Normal weekly hours** has the meaning given in sections 16 and 17 of the LSL Act;

(c) **One employer** has the meaning given in section 11 of the LSL Act; and

(d) **Ordinary pay** has the meanings given in sections 15, 17 and 21 of the LSL Act.

69.13 Entitlement

At any time after completing seven (7) years of continuous employment with one (1) employer, an Employee is entitled to an amount of long service leave on ordinary pay equal to 1/60th of the Employee's total period of continuous employment less any period of long service leave taken during that period.

69.14 Taking of leave

(a) When leave is to be taken

In accordance with s.18(2) of the LSL Act, an employer must grant an Employee's request to take long service leave as soon as practicable after receiving the request unless the employer has reasonable business grounds for refusing the request.

(b) How leave is to be taken

In accordance with s.18(1) of the LSL Act, an Employee may request to take long service leave for a period of not less than one (1) day.

(c) Long service leave in advance

(i) Subject otherwise to this Part 3 and in accordance with s.8(1) of the LSL Act, an employer may agree to an Employee taking long service leave prior to them completing seven (7) years of continuous employment and at any time before they become entitled to long service leave.

(ii) If an Employee takes long service leave in advance and the Employee's employment ends before the entitlement to the leave would otherwise have accrued:

A. the amount paid for the proportion of leave to which the Employee will not become entitled becomes an amount owed by the Employee to the employer;

B. the employer may deduct this amount from any payment owed to the Employee as a result of the ending of employment; and

C. the relevant period of service will not count as a period in respect of which long service leave has already been taken (or paid in lieu) for the purpose of calculating any future entitlement to long service leave.

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

(i) An Employee may request an employer to take double the period of long service leave at half pay.

(ii) An employer must grant such a request unless:

A. granting the request would result in an additional cost to the

employer; or

B. the employer otherwise has reasonable business grounds for refusing the request.

(iii) Employees should seek independent advice regarding the taxation and superannuation implications of seeking payment under this subclause 69.14(d). The employer will not be held responsible in any way for the cost or outcome of any such advice.

(iv) The employer, if requested by the Employee, will provide information as to the amount of tax the employer intends to deduct where payment of long service leave is sought under this subclause.

69.15 Payment on termination of employment

(a) Basic entitlement at termination of employment

An Employee with at least seven (7) years continuous employment is entitled to payment in lieu of untaken long service leave upon termination of employment, calculated at 1/60th of the period of continuous employment.

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

Where an Employee has completed at least seven (7) years' continuous employment and dies while still in the employ of the employer, payment in lieu of long service leave will be made to the Employee's personal representative equal to that in subclause 69.15(a) above.

69.16 Public holidays & Annual leave

Long service leave does not include any public holiday occurring during the period when the long service leave is taken.

69.17 No entitlement arising for periods of leave already taken or transferred

For the removal of doubt, no entitlement to long service leave (or payment in lieu) arises in respect of:

(a) continuous employment for which long service leave has already been taken or payment in lieu of leave has been received; and/or

(b) prior service as a full-time or part-time Employee that is transferred to a new employer in accordance with subclause 69.7(b) above (see subclause 69.22(c) for how this operates when an Employee remains a casual Employee with their previous employer).

Example:
An Employee resigns after five (5) years' part-time service with employer A. The Employee remains a casual Employee with employer A. The Employee requests a Certificate of Service in accordance with Appendix 6 or a similar form from employer A, which is provided to the Employee.
Within the Allowable Period of Absence (as defined above), the Employee commences full-time employment with employer B and provides the Certificate of Service provided to them by employer A to employer B, indicating they have five (5) years' service.

After five (5) years' service with employer B, the Employee wishes to take LSL. As the Employee has 10 years' service with employer B for the purposes of LSL (five (5) years of which is service that was accrued with employer A), the Employee is entitled to access long service leave in accordance with subclause 69.4(b).

Although the five (5) years of service the Employee had at employer A will still count as service for the Employee's casual entitlement to long service leave with employer A, no further benefit to long service leave may arise in respect of that 5 year period (unless the Employee subsequently makes a further election to transfer the relevant period of service back to employer A).

69.18 Other terms and conditions necessary for this Part

Any other term or condition necessary for the operation of this Part 3 shall be in accordance with the applicable term or condition in the LSL Act.

PART 4 - COMMON CONDITIONS APPLICABLE TO ALL EMPLOYEES

69.19 Payment for period of leave

(a) Payment will be made in one (1) of the following ways:

(i) in full advance when the Employee commences their leave;

(ii) at the same time as payment would have been made if the Employee had remained on duty; or

(iii) in any other way agreed between the employer and the Employee.

(b) Where an Employee has been paid in advance, and an increase occurs in the ordinary time rate of pay during the period of long service leave taken, the Employee will be entitled to receive payment of the amount of any increase in pay at the completion of such leave.

69.20 Records

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

69.21 Transfer of business

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

69.22 Concurrent Service

(a) Subject to subclause 69.22(b), concurrent service with two (2) or more employers remains separate and distinct.

(b) If a non-casual Employee transfers from an employer (the first employer) to another employer (the new employer) into a non-casual role, but retains concurrent employment with the first employer as a casual Employee, then the

Employee's service with the first employer will transfer to the new employer (despite the Employee remaining employed with the first employer), if:

(i) the Employee has less than fifteen years' Continuous Service;

(ii) the Employee has an entitlement to take pro rata long service leave in advance under subclause 69.4(b); and

(iii) either:

A. the Employee notifies the first employer of the transfer in accordance with sub-clause 69.7(b) (Election for payment of entitlement or transfer of entitlement at termination); or

B. the new employer otherwise confirms in writing to the first employer that the period of service has been so recognised (for the removal of doubt, if the new employer determines to recognise the Employee's service with the first employer, it must provide written notification of its determination to the first employer).

(c) If an Employee's long service leave entitlement is transferred in accordance with subclause 69.22(b):

(i) the first employer will no longer be liable for the non-casual service, and the long service leave liability for the non-casual service with the first employer will transfer to the new employer;

(ii) any casual service that occurs with the first employer after the transfer referred to in subclause 69.22(c)(i) above will be considered separate and distinct service on and from the date on which the Employee commenced employment with the new employer, provided that:

A. the qualifying period required to accrue an entitlement to long service leave with the first employer does not reset (that is, the Employee's prior service with the first employer can be counted when calculating any future entitlement to long service leave with the first employer);

B. no benefit to long service leave will arise with the first employer in respect of the prior period of employment with the first employer (unless the Employee subsequently makes a further election to transfer the relevant period of service back to the first employer); and

C. the Employee's prior service with the first employer is disregarded when calculating the Employee's normal weekly hours with the first employer as a casual Employee (e.g. for the purpose of sections 16 and 17 of the LSL Act).

(iii) If the Employee is not entitled to transfer their service from the first employer to the new employer, or does not take the steps required in subclause 69.7(b) within the allowable period of absence, the first employer will make payment in lieu of long service leave for the

Continuous Service with the first employer in accordance with subclause 69.7(a) (Basic entitlement at termination of employment).

(d) For the removal of doubt:

(i) where an Employee has accrued at least fifteen years' Continuous Service with an employer, this cannot be transferred and the Employee will receive payment in lieu of untaken long service leave upon termination of employment; and

(ii) an Employee is able to transfer Service where they do not have the amount of Continuous Service required in accordance with subclause 69.22(b)(ii).

Example 1:
A Fulltime Employee is employed at the same time by employer 1, and employer 2.
The Employee accrues service towards long service leave at each of employer 1 and employer 2.
If the Employee had been employed by employer 1 for 11 years and employer 2 for six (6) years, the Employee can take LSL with employer 1, but in order to take LSL with employer 2, would need to continue working at employer 2 until sufficient Continuous Service with employer 2 had accrued.
If the Employee resigned from both employer 1 and employer 2, and went to work for employer 3, the Employee could:
(a) transfer the six (6) years' service with employer 2 to employer 3; and
(b) have the accrued LSL from the 11 years' service with employer 1 paid out in lieu on termination.

Example 2:
A Part-time Employee has worked for employer 1 for six (6) years. The Employee commences employment with employer 2 as a full-time Employee. To take up this opportunity, the Employee ceases permanent employment with employer 1. However, the Employee commences a casual employment relationship with employer 1 within 12 weeks after resigning from their permanent position with employer 1.
The Employee:
(a) could transfer the six (6) years' service with employer 1 to employer 2, and would be eligible to take LSL with employer 2 once sufficient Continuous Service had accrued (taking into account the transferred service); and
(b) would be entitled to take pro-rata LSL with employer 1 after a further year of Continuous Service (so they have seven (7) years' Continuous Service), though their six (6) years' Continuous Service as a part-time Employee will not be counted when calculating the Employee's long service leave entitlement.

69.23 Savings

(a) Clauses 69.7(b), 69.7(e), and 69.22(b) shall not apply to the following classifications unless the Industrial Division of the Magistrates Court provides an opinion that determines generally the rights of these Employees under sub-section 23(2) of the LSL Act that the long service leave entitlements provided by this Agreement are more favourable than those provided by the LSL Act:

(i) Art Therapists;

(ii) Exercise Physiologists;

(iii) Play Therapist (Child Life Therapists);

(iv) Mechanical Officers; or

(v) Radiation Engineers.

(b) The Unions and VHIA will make an application to the Magistrates Court under section 24 of the LSL Act for an opinion referred to in section 69.23(a) as soon as reasonably practicable after the Agreement has been approved by the Commission.

(c) No Employee shall otherwise suffer any detriment as a result of the operation of this clause 72 to their entitlement to long service leave existing immediately prior to the coming into force of this clause 72.

70. Blood Donors Leave

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

71. Leave to Engage in Voluntary Emergency Management Activities

Note: In this clause 74, 'up to' refers to the total amount of paid leave per calendar year an Employee is entitled to access whilst they qualify and does not confer a discretion on the Employer to provide fewer than two (2) weeks leave. That is where the Employee qualifies in accordance with this clause 74 for two (2) weeks paid leave, the Employer must provide them with two (2) weeks paid leave.

71.1 Leave to Engage in Voluntary Emergency Management Activities

(a) An Employee who engages in a voluntary emergency management activity with a recognised emergency management body that requests the attendance of the Employee (or where no such request has been made, but it would be reasonable to expect that if the circumstances had permitted the making of such a request, it is likely such a request would have been made) at a time when the Employee would otherwise be required to be at work is entitled to leave for:

(i) time when the Employee engages in the activity;

(ii) reasonable travelling time associated with the activity; and

(iii) reasonable rest time immediately following the activity.

(b) The Employee must advise the Employer as soon as reasonably practicable, which may be at a time after the absence has started, if the Employee is requested to attend a voluntary emergency management activity and must advise the Employer of the expected or likely duration of the Employee's attendance. The Employee must provide a certificate of attendance or other evidence that would satisfy a reasonable person of attendance where requested by the Employer.

(c) Recognised emergency management bodies include but are not limited to, the Country Fire Authority, Red Cross, State Emergency Service and St John Ambulance.

(d) An Employee who is required to attain qualifications or to requalify to perform activities in an emergency management body must be granted leave with pay for the period of time required to fulfil the requirements of the training course pertaining to those qualifications, provided that such training can be undertaken without unduly affecting the operations of the Employer.

(e) The leave under this clause 71 will be paid up to two (2) weeks per calendar year, save that approval of paid leave is subject to the operational requirements of the Employer resulting from any emergency.

Example 1

If the emergency is such that the Employee is required to perform work for their Employer to assist with the emergency under this clause 74 paid leave may not be available.

Example 2

An Employee who is a member of the Country Fire Authority is the only Medical Imaging Technologist (Radiographer) at an Employer. As a result of fighting bushfires, residents and other members of the Country Fire Authority have sustained injuries that require medical imaging scans. In this circumstance the Employer may not grant paid leave under this clause 71 as the Employee is required to perform work for their Employer to assist with the emergency.

(f) Nothing in this clause limits the ability of an Employee to be absent from employment for engaging in eligible community service activity in accordance with Division 8 of the Act.

Note: Under the Act, an employee who engages in an eligible community service activity is entitled to be absent from employment without pay (or in some circumstances, with pay). The relevant period consists of time engaged in the community service activity, reasonable travel time and reasonable rest time. Eligible community service activity means jury service, a voluntary emergency service management activity (such as voluntary work relating to an emergency or natural disaster when performed for a recognised emergency management body - as defined), or an activity prescribed from time to time. There are particular notice requirements so that the employer is advised of the forthcoming absence and how long it is expected to last. For jury service payments refer to clause 73 Jury Service.

72. Ceremonial Leave

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

73. Jury Service

NOTE: this clause 73 applies to all Employees

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

(a) the amount paid by the state of Victoria in respect of attendance for jury service; and

(b) the amount the Employee could reasonably expect to have received from the Employer as earnings for that period had the Employee not been performing jury service.

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

76A. Absences on Defence Leave

76A.1 A Full-Time or Part-Time Employee absent on defence service will be reimbursed by the Employer an amount equal to the difference between:

(a) the amount paid by the Defence Service (not including reimbursements) in respect of a period during which the Employee was absent on defence service; and

(b) the amount the Employee could reasonably expect to have received from the Employer as earnings for that period had the Employee not been absent on defence service.

76A.2 An Employee will notify the Employer as soon as possible of the date they require absence on defence service**.** The Employee will give the Employer proof that the absence relates to defence service, the duration of such absence and the amount received for the relevant defence service period.

76A.3 In this clause '**absence on defence service**' has the meaning contained in section 24A of the *Defence Reserve Service (Protection) Act 2001* (Cth).

Example

The Employee is on Defence Service leave for the duration of a particular pay period. Were the employee not on Defence Service leave in that pay period they would have worked on the Sunday and Monday evening shift of each week of the pay period. The Employee is entitled to payment as though at work for each of the Sunday and Monday evening shifts, less the amount of payment (not including reimbursements) from the Defence Service for the equivalent time of the Sunday and Monday evening shifts.

74. Special Disaster Leave

Note: In this clause 77, 'up to' refers to the total amount of paid special disaster leave per calendar year an Employee is entitled to access whilst they qualify and does not confer a discretion on the Employer to provide fewer than three (3) days leave. That is where the Employee qualifies in accordance with this clause 77 for three (3) days paid special disaster leave, the Employer must provide them with three (3) days paid special disaster leave.

74.1 An Employee is entitled to paid special disaster leave of up to three (3) days per calendar year. An Employee may take special disaster leave where:

(a) the Employee is a full time or part time Employee;

(b) Personal Leave is not available either because the Employee has exhausted the accrual or the circumstance does not qualify for Personal Leave; and

(c) the Employee is unable to attend work due to a disaster (such as fire or flood) where:

(i) the Employee's residence is damaged or under imminent threat of major damage;

(ii) the lives or safety of their immediate family or household members are threatened; or

(iii) there is a formal closure, flooding or other unusual danger on the road(s) which is the Employee's normal travel route to work and no alternative practicable travel route is available.

74.2 Special disaster leave is non-cumulative.

75. Gender Transition Leave

Note: In this clause 78, 'up to' refers to the total amount of Gender Transition Leave an Employee is entitled to access whilst they qualify and does not confer a discretion on the Employer to provide fewer than four (4) weeks paid leave and 48 weeks unpaid leave. That is where the Employee qualifies in accordance with this clause 78 for four (4) weeks paid and 48 weeks unpaid Gender Transition Leave, the Employer must provide them with four (4) weeks paid and 48 weeks unpaid Gender Transition Leave.

75.1 The Employer encourages a culture that is supportive of transgender and gender diverse Employees and recognises the importance of providing a safe environment for Employees undertaking gender transition.

75.2 Gender Transition refers to the process where a transgender Employee commences living as a member of another gender. This is sometimes referred to 'affirming' their gender. This may occur through medical, social or legal changes.

75.3 Employees may give effect to their transition in a number of ways and are not required to be undergoing specific types of changes, such as surgery, to access leave under this clause 78.

75.4 Amount of gender transition leave

An Employee (other than a Casual Employee) who commences living as a member of another gender is entitled to Gender Transition Leave for the purpose of supporting the Employee's transition as follows:

(a) up to four (4) weeks (20 days) paid leave for essential and necessary gender affirmation procedures; and

(b) up to 48 weeks of unpaid leave.

75.5 The Gender Transition Leave entitlements outlined in subclause 75.4(a) are available to be taken by the Employee within the first 52 weeks after they commence living as a member of another gender.

75.6 Essential gender affirmation procedures may include:

(a) medical and/or psychological appointments;

(b) hormonal appointments;

(c) surgery and associated appointments;

(d) appointments to alter the Employee's legal status or amend the Employee's gender on legal documentation; and/or

(e) any other similar necessary appointment or procedure to give effect to the Employee's transition as agreed with the Employer.

75.7 An Employee who is entitled to unpaid Gender Transition Leave may, in conjunction with all or part of that leave, utilise accrued Annual or Long Service Leave, provided that the combined total of all paid and unpaid leave taken does not exceed 52 continuous weeks.

75.8 Gender Transition Leave may be taken as consecutive, single or part days as agreed with the Employer.

75.9 Leave under this clause 78 will not accrue from year to year and cannot be cashed out on termination of employment.

75.10 Gender Transition Leave – Casual employees

Casual Employees are entitled to access unpaid leave of up to 52 continuous weeks duration for gender transition purposes.

75.11 Notice and evidence requirements

(a) An Employee seeking to access Gender Transition Leave must provide the Employer with at least four (4) weeks' written notice of their intended commencement date and expected period of leave, unless otherwise agreed by the Employer.

(b) An Employee seeking to access Gender Transition Leave may be required to provide suitable supporting documentation or evidence of their attendance at essential gender affirmation procedures. This may be in the form of a document issued by a Registered Health Practitioner, a lawyer, or a State, Territory or Federal government organisation, a State, Territory or Commonwealth statutory declaration or other suitable supporting documentation.

(c) For the purpose of this clause 78, Registered Health Practitioner has the same meaning as set out in clause 4 (Definitions).

PART H – EDUCATION AND PROFESSIONAL DEVELOPMENT

76. Professional Development Leave

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

(a) reviewing practice;

(b) identifying learning needs;

(c) planning and participating in relevant learning activities; and

(d) reflecting on the value of those activities.

Professional development may be for the Employee's current position or job, or another position or job that would be covered by this Agreement.

33.2 Professional Development Activities

Professional development activities include, but are not limited to:

(e) short courses;

(f) further tertiary studies;

(g) research;

(h) study (including home study);

(i) training;

(j) attending a conference;

(k) attending a seminar;

(l) attending a webinar; and

(m) attending a lecture.

33.3 Amount of Professional Development Leave

(a) A full-time Employee is entitled to seven (7) days' paid professional development leave per calendar year, in addition to other prescribed leave entitlements. Part-time Employees have a pro rata entitlement.

(n) An Employee may utilise professional development leave for part of a single day.

Example:

An Employee may use their professional development leave to attend 14 half-day professional development activities in a year of service provided that the total period will not exceed seven (7) days.

76.2 Payment

(a) Day for the purposes of professional development leave is the Employee's usual shift length on the day the leave is taken.

For example, a night shift worker who takes a day of professional development leave for a 10-hour night shift is entitled to 10 hours' payment.

(b) In circumstances where an Employee takes professional development leave on a day the Employee would not otherwise work, see subclause 33.7.

33.4 Accumulation of Professional Development Leave

The leave is cumulative over two (2) calendar years.

33.5 Application Process

(a) Professional Development Leave is available only on written application by the Employee. Where practicable, the application must be made at least six (6) weeks prior to the proposed professional development leave date(s).

(c) The application must include:

(i) the proposed date(s);

(i) a brief description of the nature of the professional development activity to be undertaken and its applicability to the Employee's profession; and

(ii) where the leave is taken to attend a conference or seminar, the name, venue and date/time.

(b) For the avoidance of doubt, only professional development activities that an Employee makes an application for in accordance with this subclause 33.5 which are approved can be deducted from the Employee's Professional Development Leave entitlement.

33.6 Response to Application

(a) The application will be approved by the Employer unless there are exceptional circumstances that exist that justify non-approval, save that where an application for approval is made less than six (6) weeks prior to the proposed date approval will not be unreasonably withheld by the Employer.

(d) The Employer must notify the Employee in writing if the leave is approved or not within seven (7) days of the request being made.

(e) If leave is not approved the reasons will be included in the written notification to the Employee.

(f) Once professional development leave has been granted by the Employer it will only be revoked by mutual agreement which may be at the request of the Employee, save that the Employer will not unreasonably refuse a request by an Employee to revoke the granting of leave.

33.7 Professional development activities occurring on a day the Employee would not otherwise work

(a) Where a request for professional development leave which is approved by the Employer covers a period where the Employee is not rostered to work (e.g. on

weekends, ADOs or after hours) then the Employer will provide time off in lieu for the period of the course.

(g) Time in lieu in this subclause 33.7 is on the basis of time for time at ordinary rates and does not include any benefit or payment for any overtime, penalties or allowances under this Agreement which would normally be paid for such periods of duty.

(h) Instead of time in lieu in accordance with this subclause 33.7, the Employer and Employee may mutually agree to the Employee being paid for the period at the Employee's ordinary time rate of pay.

33.8 Report Back

An Employee may be required to report back on a seminar or conference, provided they are allocated sufficient time during their ordinary hours of work to prepare for and deliver this.

33.9 Mandatory Training

(a) Any education or training (however titled):

(i) the Employer requires an Employee to attend, such as fire, workplace bullying and equal opportunity training; and/or

(i) that is necessary for an Employee to perform their position/role, such as learning how to use a new piece of equipment or updates on policies / procedure;

will occur within an Employee's paid time and no deduction will be made to an Employee's professional development leave entitlement for such education or training.

(b) The Employer will indicate in writing (which may be in policy) to Employees if any education or training they are providing is education or training the Employee is required to attend.

34. Study Leave

34.1 Amount of Study Leave

(i) Paid study leave is available to all Employees employed in full-time and part-time employment.

(j) Paid study leave may be taken as agreed between the Employer and Employee; for example, four (4) hours per week, eight (8) hours per fortnight or blocks of 38 hours at a residential school.

76.3 Application Process

(a) Study Leave is available on written application by the Employee. The application should be made as early possible prior to the proposed leave date.

(b) The application will include:

(i) details of the course and institution in which the Employee is enrolled or proposes to enrol; and

(ii) details of the relevance of the course to the Employee's profession.

76.4 Response to Application

(a) The Employer may refuse to grant an Employee study leave only where there are reasonable grounds for doing so.

(b) The Employer must notify the Employee in writing of whether the leave has been approved within seven (7) days of the request being made.

(c) If the leave is not approved, the reasons will be included in the written notification to the Employee.

(d) Once study leave has been granted by the Employer it will not be revoked unless mutually agreed which may be at the request of the Employee, save that the Employer will not unreasonably refuse a request by an Employee to revoke the granting of leave.

77. Examination Leave

77.1 Employees will be granted leave with full pay in order to attend examinations necessary to obtain qualifications relevant to classifications in this Agreement.

77.2 The amount of leave to be granted will be such as to allow the Employee to proceed to the place of examination and, in addition, to allow one (1) clear working day other than a Saturday or a Sunday for pre-examination study if this is so desired.

77.3 Any leave granted under the provisions of this clause 77 are in addition to other leave provisions in this Agreement.

78. In-Service Education and Training – Royal Children's Hospital and Royal Women's Hospital

78.1 This clause 78 only applies to the following Employers:

(a) Royal Women's Hospital; and

(b) Royal Children's Hospital.

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

PART I – UNION MATTERS AND BEST PRACTICE EMPLOYMENT COMMITMENT

79. Union Matters

79.1 Access to Employees – General

The Union will have access to Employees for any process arising under this Agreement and an Employee may be represented by the Union for any process under this Agreement (for example, in relation to a request for an extension of a period of unpaid parental leave under subclause 67.14, the consultation on alternative annual leave days under subclause 56.3(e) or in relation to a request for individual support by an Employee experiencing family violence under subclause 63.6).

(a) Access to Employees – Electronic communication

The Employer will ensure that:

(i) emails from the Union domain name are not blocked or restricted by or on behalf of the Employer, except in respect of any individual Employee who has made a written request to the Employer to block such emails;

(ii) emails from Employees to the Union are not blocked or restricted by or on behalf of the Employer;

(iii) access from Employer computers and like devices to Union websites and online information is not blocked, or limited; and

(iv) where a genuine security concern arises regarding the above, the Employer will immediately notify the Union to enable the security concern to be addressed.

(b) Access to Employees – Orientation

(i) The Union may attend and address new Employees as part of orientation/induction programs for new Employees, provided that any attendance for the purposes of discussions with the Employees meets the right of entry requirements under Part 3-4 of the Act (Entry Requirements). The details of such attendance will be arranged by the Employer in consultation with the Union.

(ii) An Employer will advise the Union of the date, time and location of orientation/induction programs not less than 14 days prior to the orientation/induction program.

(iii) Those covered by this Agreement acknowledge the increasing role that technology plays in orientation/induction. An Employer and Union may agree to an alternative means by which the Union can access new Employees including where orientation/induction programs are conducted on-line or the Union cannot reasonably attend, provided that such access is consistent with the Entry Requirements.

(c) Delegates and HSRs

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

(i) In this subclause 79.1(c) Representative means a Union Delegate, or HSR.

(ii) A Representative is entitled to reasonable time release from duty to:

A. attend to matters relating to industrial, occupational health and safety or other relevant matters such as assisting with grievance procedures and attending committee meetings;

B. access reasonable preparation time before meetings with management disciplinary or grievance meetings with a Union member;

C. appear as a witness or participate in conciliation or arbitration, before the Commission;

D. present information on the Union at orientation sessions for new Employees.

(iii) A Representative required to attend management or consultative meetings outside of paid time will be paid to attend.

(iv) A Representative will be provided with access to facilities such as telephones, computers, email, noticeboards and meeting rooms in a manner that does not adversely affect service delivery and work requirements of the Employer. In the case of an HSR, facilities will include other facilities as necessary to enable them to perform their functions as prescribed under the OHS Act.

(d) Noticeboard

A noticeboard for the Union's use will be readily accessible in each ward/unit/work area or nearest staff room where persons eligible to be members of the Union are employed.

(e) Meeting Space

In the absence of agreement on a location for the holding of Union meetings, the room where one (1) or more of the Employees who may participate in the meeting ordinarily take meal or other breaks will be the meeting room for the purpose of Union meetings. Nothing in this clause 79 is intended to override the operation of the Act.

(f) Secondment to the Union

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

(g) Employees holding Union official positions

The Employer will, on application by the Union, grant leave without loss of pay to an Employee for the purpose of fulfilling their duties as an official of the Branch

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

(h) Union Training

NOTE: an HSR may be entitled to any training in accordance with the OHS Act rather than, or in addition to, this clause 79.

(i) Subject to the conditions in this subclause 79.1(h), Employees selected by the Union to attend training courses on industrial relations and/or health and safety will be entitled to a maximum of five (5) days' paid leave per calendar year per Employee.

(ii) Leave in excess of five (5) days and up to ten days may be granted in a calendar year subject to the total leave being granted in that year and in the subsequent year not exceeding ten (10) days.

(iii) The granting of leave will be subject to the Employer's operational requirements. The granting of leave will not be unreasonably withheld.

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

(v) Leave under this subclause 79.1(h) is granted on the following conditions:

A. applications are accompanied by a statement from the Union advising that it has nominated the Employee or supports the application;

B. the training is conducted by the Union, an association of unions or accredited training provider; and

C. the application is made as early as practicable and not less than two (2) weeks before the training.

(vi) Once union training leave has been granted by the Employer it will only be revoked by mutual agreement which may be at the request of the Employee, save that the Employer will not unreasonably refuse a request by an Employee to revoke the granting of leave.

(vii) The Employee will be paid their ordinary pay (for normal rostered hours, but excluding shift work, overtime and other allowances.

(viii) Leave in accordance with this clause 79 may include necessary travelling time in normal hours immediately before or after the course.

(ix) Leave granted under this clause 79 will count as service for all purposes of this Agreement.

(x) Expenses associated with attendance at training courses, including fares, accommodation and meal costs are not the responsibility of the Employer.

79.2 Workplace Implementation Committees (WIC)

(a) A local Workplace Implementation Committee (WIC) will continue or, if there is not currently a WIC in operation, be established at each Employer. Having regard for the size and location, a WIC may be appropriate at each facility/campus. The WIC will, where practicable, comprise equal numbers of representatives of the Employer and the Union for the purposes of discussing:

(i) Agreement implementation;

(ii) on-going monitoring and assessment of the implementation of this Agreement; and

(iii) to deal with any local disputes that may arise, without limiting the Dispute Resolution Procedure in this Agreement.

(b) Priority Items for consideration by the WIC will include:

(i) implementation and operation of the Lead Apron Allowance - clause 44A;

(ii) progress of implementing payments under this Agreement;

(iii) implementation and operation of Workload Allocation and Safe Staffing – clause 86;

(iv) implementation and operation of Backfill – clause 87;

(v) Translation arrangements following the abolition of AHP1 Grade 1 Years 1 and 7 pay points – **Appendix 2;**

(vi) AHP1 Grade 1 to Grade 2 progression – **Appendix 4.**

(c) Translations

(i) Where the Agreement is being implemented at:

A. Boort District Health;

B. Cohuna District Hospital;

C. Dhelkaya Health (at Maldon Hospital);

D. Casterton Memorial Hospital;

E. The Queen Elizabeth Centre; and

F. Tweddle Child & Family Health.

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

(d) In relation to the Employers referred to at subclause 79.2(c)(i) at the request of the Union or the Employer, a WIC meeting or meetings will occur. The meeting(s)

will occur at a mutually agreeable time, save that a request to meet at a specific time will not be unreasonably refused.

80. Best Practice Employment Commitment Committee and Classification Review

80.1 A Best Practice Employment Commitment Committee (**BPECC**) will be established during the life of the Agreement and will meet to discuss matters including:

(a) implementation of the Agreement;

(b) measures to support and improve understanding of and compliance with this Agreement;

(c) potential agreed best practice guides to support implementation of and compliance with this Agreement;

(d) any legislative requirement to undertake gender equity activities;

(e) consolidation of major enterprise agreement provisions to reduce complexity and inefficiencies within the public health system, save that there will also be discussions on this matter involving all relevant health unions;

(f) template Change Impact Statements (CIS);

(g) review the following classifications, including their structures:

(i) AHP1 management;

(ii) Sonography;

(iii) AHP2;

(h) develop Pastoral Carer (Spiritual Carer) and Diversional Therapist classifications;

(i) review of meal breaks for Employees rostered for shift duty at subclause 46.1(a)(ii);

(j) develop workforce survey in relation to the use of Contractors and Labour Hire as described at clause 90; and

(k) discuss arrangements for building increased relief staff size, which could include sector-wide or internal relief bank/s as described at subclause 87.8(c).

80.2 The Committee will schedule a minimum of six (6) meetings per year.

80.3 The Committee will comprise nominated representatives from the Union, the VHIA and Department (as required). The Committee may, by agreement, establish sub-groups or delegate individual matters to a relevant health service(s) and/or Union members as required.

80.4 Classification Review

(a) During the life of this Agreement the Allied Health Professionals Research and Practice Centre (however titled) will review and propose amendments to the following classifications, and their rates of pay (subject to subclause 80.4(b)):

(i) Community Development Worker;

(ii) Social Worker;

(iii) Youth Worker; and

(iv) Welfare Worker.

(b) The objective of the review is to:

(i) develop a classification structure that is contemporary and reflects the work performed by the Employees in these professions;

(ii) clearly outline the relevant qualification types and/or experience that classify Employees in each of these professions;

(iii) clearly distinguish between these professions based on the work performed, the Employee's qualification, skills, knowledge and / or their experience;

(iv) consider the rates of pay compared with the amended rates of pay of employees in these professions in Victoria covered by the *Social, Community, Home Care and Disability Services Industry Award 2010* resulting from the equal remuneration order and advise whether the rates of pay of these professions in the Agreement should be amended as a result, and if so, by what amount; and

(v) support the recruitment and retention of Employees in these professions.

(c) The Union, VHIA and the Department will develop Terms of Reference, within one (1) year of this Agreement coming into effect that will:

(i) reflect subclause 80.4(a) and (b);

(ii) have regard to the Health Promotion Officer (Practitioner) classification; and

(iii) provide for the Union, VHIA and Department to be part of the review.

(d) From 7 July 2022, where an Employee or a position is classified as a Social Worker Employee/position, the Employee's role/the position will not be restructured to a classification that is not a Social Worker classification:

(i) during the life of this Agreement;

(ii) before the implementation of the outcome of the review referred to at 80.4(a) (or other outcome as agreed);

whichever, occurs sooner.

PART J – CLASSIFICATION AND STAFFING

81. Classifications Definitions and Wages

81.1 The classification descriptors are set out in **Appendix 4** (Classification Definitions), including specific provisions relating to Advanced Practice.

81.2 The weekly full-time wage rates applicable to each classification during the period that this Agreement operates are set out in **Appendix 2** (Wage Rates).

81.3 Appointment to a wage point will be based on the Employee's Experience as defined at subclause 81.12(a) below.

Example 1:

A Physiotherapist with two (2) completed years' Experience at AHP1 Grade 2 is classified as an AHP1 Grade 2, Year 3. They terminate their employment and commence with a new Employer as a Physiotherapist Grade 2. The Physiotherapist's previous AHP1 Grade 2 experience means they commence the new employment at AHP1 Grade 2 Year 3.

Example 2:

A Grade 3 Nuclear Medicine Technologist (**NMT**) has 10 years' Experience at Grade 3 and is classified as an AHP1 Grade 3, Year 4. The Grade 3 position is made redundant and the NMT agrees to be redeployed to a Grade 2 position. Due to the NMT's Grade 3 experience, the NMT will be employed as an AHP1 Grade 2, Year 4 after redeployment. Nine (9) months after the redeployment, the NMT is appointed to a Grade 3 position. The NMT's previous Grade 3 experience means they are employed as a AHP1 Grade 3, Year 4.

Example 3:

A Medical Imaging Technologist (**MIT**) is classified as a Level 7 MIT for six (6) years under a private Radiography enterprise agreement. This Level 7 MIT classification is the equivalent of AHP1 Grade 4 in this Agreement. This MIT is then employed by an Employer covered by this Agreement as a Grade 4 MIT. The Employee's previous experience at a level equivalent to AHP1 Grade 4 under this Agreement means they commence the new employment at AHP1 Grade 4 Year 4.

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

81.5 Advancement by an Employee through the Experience increments within AHP1 grades in the classification structure will occur upon the completion by the Employee of each 12 month period calculated from the Employee's commencement in a grade within the AHP1 classifications, irrespective of whether a 12 month period (or any part) was served as a full-time or part-time Employee, provided that:

(a) an Employee who holds or is qualified to hold a relevant Masters Degree will commence at the AHP1, Grade 1, Year 2 rate; and

(b) an Employee who holds or is qualified to hold a relevant Doctoral Degree will commence at the AHP1, Grade 1, Year 4 rate.

81.6 Classifying Allied Health Managers and Assistant Allied Health Managers

When classifying an Employee as an Allied Health Manager or Assistant Allied Health Manager, the number of Full Time Employees (as defined in section B of **Appendix 4**) or other staff the Employee is in charge of may affect their starting increment:

(a) in the case of a Grade 3 Allied Health Manager or Assistant Allied Health Manager, see **Appendix 4** – Section B, subclause 5.4; and

(b) in the case of a Grade 4 Allied Health Manager or Assistant Allied Health Manager, see **Appendix 4** – Section B, subclause 6.4.

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

(a) This subclause 81.7 applies to Employees employed in a Rural or Regional Health Service or in a Community Health Centre/Service.

(b) An Employee who holds:

(i) a relevant four year undergraduate qualification; or

(ii) a relevant three year undergraduate qualification and either holds an Honours degree, or is required to do a 12 month internship;

will commence at the AHP1, Grade 1, Year 2 rate.

81.8 Overlapping Pay Points Between Grades

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

81.9 Grade 3 Allied Health Manager

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

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

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

(a) three year undergraduate qualification will be classified at AHP1 Intern – 3 year degree;

(b) four year undergraduate qualification will be classified at AHP1 Intern – 4 year degree; and

(c) Masters Degree will be classified at AHP1 Intern – Masters degree.

81.11 Changes to Classification Structure

(a) Upon the Agreement commencing operation:

(i) the number of Years (increments) in AHP1 Grade 1 will be reduced from seven (7) to five (5); and

(ii) Dental Prosthetist will cease being an AHP2 classification and become an AHP1 classification.

(b) Translation arrangements for the changes in subclause 85.11(a) are in **Appendix 2 Part B** and **Part C** of this Agreement.

81.12 Definitions

In this clause 81:

(a) **Experience** means experience in the Employee's profession at an equivalent or higher classification obtained within the last five (5) years at any workplace, excluding any unpaid leave provisions in the Agreement (or any previous applicable instrument).

(b) a **three year undergraduate qualification or four year undergraduate qualification** means a qualification assessed as a Bachelor Degree (or equivalent) under the Australian Qualifications Framework level 7 criteria;

(c) a **Bachelor Honours Degree** means a qualification assessed as a Bachelor Honours Degree (or equivalent) under the Australian Qualifications Framework level 8 criteria;

(d) a **Masters Degree** means a qualification assessed as a Masters Degree (or equivalent) under the Australian Qualifications Framework level 9 criteria; and

(e) a **Doctoral Degree** means a qualification assessed as a Doctoral Degree (or equivalent) under the Australian Qualifications Framework level 10 criteria.

82. Classification and Reclassification

82.1 All Employees will be paid the applicable rate of pay for their grade and classification as set out in **Appendix 2** (Wage Rates).

82.2 The grades and classifications of all Employees (including a reclassification request) will be determined in accordance with the classification definitions in **Appendix 4** (Classification Definitions) which describe matters including the work performed, eligibility, levels of responsibility, skill and experience for the classifications under this Agreement. An Employee's classification is not determined by the Employee's performance in the position or the staffing profile in the area/department.

82.3 Employers will, in the Employee's letter of offer, advise the Employee in writing of their classification under this Agreement as per clause 21 (Letter of Offer).

82.4 Where the Employee's classification changes, the Employer will confirm the change in writing as soon as possible.

82.5 Where an Employee believes that the work performed and required by their position is better described by another classification with a higher rate of pay, the Employee may seek reclassification by notifying the Employer in writing, addressing why they believe another classification better describes the work performed and required by their position, having regard to both the current and proposed classification. The Employee's Manager may also make the reclassification request.

82.6 The Employer will provide a written response to the requested reclassification within four (4) weeks. Where the Employer, in accordance with subclause 82.2, does not believe the work performed and required by the Employee's position is better described by another classification, the Employer will provide the reasons for this, having regard to both the current and proposed classification.

82.7 Where the Employer determines, in accordance with subclause 82.5 and 82.6, that another classification better describes the work performed and required by the Employee's position, the reclassification will take effect from the earlier of:

(a) where it can reasonably be determined, the date on which the Employee's work was better described by another classification; or

(b) the date the written reclassification request was submitted.

82.8 At any time, either the Employee or Employer may refer a request for reclassification to the dispute settlement procedure in clause 14 of this Agreement.

82.9 Reclassification will occur on the basis of the overall work performed and required by the Employee's position, subject to the classifications.

82.10 Where an Employer is aware an Employee is performing work that is not required by their position and does not advise the Employee the work is not required, this work is deemed to be work required by the Employee's position.

83. Allied Health Manager Structure

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

34.2 Classifying Allied Health Manager positions

When classifying Allied Health Manager positions in:

(a) Cardiac Technology (Cardiac Physiology);

(b) Health Information Management (Medical Records Administration);

(c) Medical Imaging Technology (Radiography);

(d) Medical Library;

(e) Music Therapy;

(f) Nuclear Medicine Technology;

(g) Occupational Therapy;

(h) Orthoptics;

(i) Orthotics/Prosthetics;

(j) Photography or Illustration (Medical Photography or Illustration);

(k) Physiotherapy;

(l) Podiatry;

(m) Radiation Therapy Technology (Radiation Therapy);

(n) Recreation Therapy;

(o) Research Technology;

(p) Social Work; and

(q) Speech Pathology;

an Employee who would have been a Chief (as defined in the 2011 Agreement) classified two (2) grades or more below that of another Chief position (that is either in the therapy stream or the radiation related stream) in the employ of the same Employer under the 2011 Agreement, will be reclassified as described at subclause 34.3 (Reclassification) below.

34.3 Reclassification

(a) This clause 83 is to have the same effect as subclause 29.1 of the 2011 Agreement, subclause 86.3 of the 2016 Agreement and subclause 86.3 of the 2020 Agreement.

(b) The Grade 6 Allied Health Manager has no impact on reclassification under this clause 83.

(c) A translation table intending to give effect to subclause 34.3(a) taking into account the AHP1 classification structure is outlined as follows (different FTE numbers AHP apply to Orthotics/Prosthetics):

2011 Agreement			2016 Agreement, 2020 Agreement, and this Agreement		
Chief	**Staff**	**Reclassification**	**Allied Health Manager (AHM)**	**Staff**	**Equivalent translation**
Chief Grade 1	1 – 5 FTE AHP and/or at least 6 other staff	Where an allied chief is a Chief Grade 3, 4 or 5 the Chief Grade 1 would be reclassified to Chief Grade 2	**AHM Grade 3**	1 – 5 FTE AHP and/or 6 – 14 other staff	Where another AHM is Grade 4, 5 or 6, the AHM Grade 3 must be reclassified to the Grade 3 Year 4 increment if they are at a lower increment in Grade 3.

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

In the table above:

- **AHP** means Employees covered by this Agreement, the 2011 Agreement, the 2016 Agreement and/or the 2020 Agreement;
- **Chief** means a Chief as defined in the 2011 Agreement;
- **2011 Agreement**, **2016 Agreement**, **2020 Agreement** and **Agreement** has the same meaning as in clause 4; and
- **FTE** means Full-Time Employees, which is determined in accordance with subclause 86.1 of the 2020 Agreement, subclause 86.1 of the 2016 Agreement and/or subclause 29.1 of the 2011 Agreement.

83.2 Management Arrangement

(a) Clinical and service outcomes, management of the service-wide program, and departmental budgets will be the responsibility of the Senior Allied Health Manager.

(b) The Senior Allied Health Manager/Allied Health Manager at a multi-campus hospital will also ensure that all relevant Employees at a campus will be managed, and clinically guided by an appropriately graded Employee who principally works at that campus.

84. Trainee Supervision

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

85. Supervision and Management

85.1 General

(a) The Employer will ensure that all Employees receive clinical supervision as follows:

(i) for Grade / Level / Class 1 and 2 Employees, in accordance with subclauses 85.2 and 85.3 below; and

(ii) for Grade / Level / Class 3 Employees and above, in accordance with subclause 85.4 below.

(b) In this clause 85, clinical supervision refers to structured professional support, such as:

(i) the provision of advice and feedback on clinical matters relating to their profession;

(ii) reflective practice;

(iii) teaching and learning (both direct and indirect) at point-of-care; and

(iv) facilitation of professional development;

which may be internal or external.

85.2 Grade / Level / Class 1 and 2 Employees

(a) Employees at Grade / Level / Class 1 and 2 will receive clinical supervision from an Employee in their profession at Grade / Level / Class 3 or above (or equivalent), subject to the transitional provisions at 85.3 below.

(b) With respect to Grade / Level / Class 1 Employees, such supervision can be directly provided by a Grade / Level / Class 3 Employee on a day to day basis or through a Grade/Level/Class 2 Employee who will provide the direct clinical supervision on a day to day basis in accordance with **Appendix 4**.

85.3 Transitional provisions – Grade / Level / Class 1 and 2 Employees

(a) Implementation of subclause 85.2 will be as follows:

(i) where an Employer has the arrangement in subclause 85.2 in place for all or some Employees at the time this Agreement commences operation, it will be maintained;

(ii) where the Employer has the resources that could provide the clinical supervision described at subclause 85.2 to all or some Employees at the time this Agreement commences operation, it shall do so within 6 months subject to subclause 85.3(b);

(iii) where the Employer does not have the resources that could provide the clinical supervision described at subclause 85.2 to all or some Employees at the time this Agreement commences operation, the Employer will implement such supervision when it is reasonably practicable to do so. The Allied Health Professionals Research and Practice Centre (however titled) will review, advise and assist the Employer with implementing such clinical supervision (including through networks across health services).

(b) Where, at any time, an Employer does not provide the supervision at subclause 85.2 for an Employee/s, it must ensure that these Employees receive clinical supervision by a qualified and clinically appropriate Allied Health Professional.

(c) Where because of exceptional circumstances both the Employee and Employer wish to apply an alternative to best meet the principles at subclause 85.2 or 85.3(b):

(i) the Employer will notify the Union in writing (with a copy to the Employee);

(ii) the parties will meet to discuss the matter; and

(iii) in the event that the parties cannot agree, the matter is referred to either:

A. the dispute resolution procedure in this Agreement (clause 14); or

B. the Independent Dispute Resolution Panel (clause 14A).

85.4 Grade / Level / Class 3 Employee and above

(a) The Employer will ensure that all Employees Grade/Level/Class 3 (or equivalent) are clinically supervised by an appropriately qualified and clinically appropriate Allied Health Professional.

(b) The Employer will ensure that all Employees Grade/Level/Class 4 (or equivalent) or above performing clinical work are clinically supervised and guided by an appropriately qualified and clinically appropriate:

(i) Allied Health Professional; or

(ii) Doctor of Medicine.

(c) Where the Employer employs less than 25 Employees covered by this Agreement, the Employer will do what is required by subclause 85.4(a) and (b) where practicable.

85.5 Director/Deputy Director of Allied Health

(a) The Employer recognises the importance of Allied Health and Allied Health Professionals to it and its patients and the importance of having Allied Health Professionals in senior management roles.

(b) A Director/Deputy Director of Allied Health (however their position is titled) will be an Allied Health Professional.

(c) Where:

(i) at the commencement of the Agreement the Employer has a Director/Deputy Director of Allied Health; or

(ii) the Victorian Government has providing funding to an Employer for a Director/Deputy Director of Allied Health position;

the positions will be maintained during the life of this Agreement.

85.6 Definition of Allied Health Professional

In this clause 85, **Allied Health Professional** means an employee working in a profession covered by this Agreement, a Dietitian, an Audiologist, or a Psychologist.

86. Workload Allocation and Safe Staffing

86.1 Purpose

(a) The Employer acknowledges the benefits to both the organisation and individual Employees gained through Employees having a balance between both their professional and family life.

(b) The allocation of work must consider the Employee's hours of work, health, safety and welfare.

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

86.2 Work will be allocated so that an Employee does not work routinely beyond their ordinary hours of work to complete their duties, and the allocation of work does not require:

(a) working before or after rostered ordinary hours;

(b) working through meal intervals or rest/tea breaks; or

(c) undertaking work at home which is not part of an agreed work from home arrangement.

86.3 Safe Staffing

The Employer will ensure that it is sufficiently staffed and resourced so as to enable each Employee to:

(a) perform all aspects of their role/position during their ordinary hours;

(b) take rest intervals and meal breaks provided by this Agreement; and

(c) take leave provided for by this Agreement and the NES.

86.4 Allocation of work

(a) The Employer will allocate work to each Employee so that they can perform all aspects of their position (including meeting any targets or key performance indicators (KPIs)) during their ordinary hours of work, including but not limited to:

(i) clinical duties;

(ii) administrative and clerical duties;

(iii) managerial/supervisory duties;

(iv) educational duties;

(v) attending meetings;

(vi) clinical supervision; and

(vii) duties related to the supervision, training and/or teaching of students.

In doing so, the Employer will have regard to the Employee's skills, abilities, capacity, experience, and any appropriate clinical guidelines for the profession and/or specialisation of the Employee.

(b) The reference to 'all aspects of their position (including meeting any targets or key performance indicators (KPIs)) during their ordinary hours' in subclause 86.3(a) excludes unpaid work such as (but not limited to):

(i) working before or after rostered ordinary hours;

(ii) working through meal intervals or rest/tea breaks; and

(iii) undertaking work at home which is not part of an agreed work from home arrangement.

(c) The Employee's work allocation, including any targets or KPIs will be provided in writing.

86.5 Reasonable overtime

(a) All work performed by an Employee will be paid, in accordance with the provisions of this Agreement, with any hours worked by the Employee in addition to their ordinary hours to be paid as overtime or taken as time in lieu in accordance with clause 49.

(b) The Employer will not require work to be undertaken beyond an Employee's ordinary hours of work, except where the overtime is reasonable (see clause 49 (Overtime)).

(c) Notwithstanding subclause 86.5(b), an Employee will not generally be required to regularly undertake work beyond their ordinary hours of work.

(d) Nothing in this clause 86 stops an Employee from agreeing to work overtime.

86.6 Consultation, Review and Disputes

(a) The Employer and the Employee will consult regularly on the Employee's workload.

(b) An Employee/s and/or the Union (or other representative) may request a workload review at any time in writing.

(c) Where a review is requested in writing, the Employer will:

(i) consult with the Employee/s and the Union (where the Union has requested the workload review or the Employee/s are being represented by the Union);

(ii) as part of that consultation, discuss and review the written work allocation required by subclause 86.4(c), including whether it is accurate;

(iii) set out in writing any duties and responsibilities not in the written work allocation required by subclause 86.4(c) and the estimated time necessary for the Employee to complete all their duties and responsibilities; and

(iv) where it is identified that the Employee is unable to complete all their work during their ordinary hours, the Employer will in writing:

A. amend the Employee's work allocation (including the estimated time to complete the tasks), to ensure the Employee can perform all aspects of their position during their ordinary work hours;

B. set out any other steps to address the workload issue; and

C. set out the process used to monitor workload.

(d) Staffing and Collective workload issues

In the event that a staffing issue or a collective workload issue is raised by an Employee/s and/or representative (including the Union), the Employer will consult with affected Employee/s and the representative (including the Union) and take appropriate steps to address any issues. To inform the consultation the Employer will provide relevant information requested by an Employee/s and/or representative (including the Union) that will provide clarification of the workload or staffing issues.

(e) If, following consultation under subclause 86.6(c) or (d), the workload or staffing issue is not resolved, any party may refer it to either:

(i) the dispute resolution procedure in this Agreement (clause 14); or

(ii) the Independent Disputes Resolution Panel (clause 14A)

86.7 Information – Workplace Implementation Committee

The matters in this clause 90 are directly relevant to workload and the Employer will provide information to the Workplace Implementation Committee as required by subclause 79.2.

90A. Safe Rostering and Fatigue

90A.1 Safe rostering practices

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

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

(a) the Employee's health and safety;

(b) the Employee's personal circumstances, including family responsibilities;

(c) the number of changes to the Employee's starting and finishing times in the preceding week and month;

(d) the time difference between the different starting and finishing times, from shift to shift and in the preceding week and month; and

(e) the break between shifts.

90A.2 Occupational Health and Safety

The Employer will take into account occupational health and safety, having regard to the *WorkSafe Victoria - Work-related Fatigue: A Guide for Employers* when allocating work and when concerns about rostering practices are raised.

90A.3 Safety and Leave

The Employer recognises the benefits of ensuring that Employees balance their professional and personal lives and are committed to ensuring this occurs. This includes that Employees receive annual leave as required by clause 56 (Annual leave). Specifically, clause 56 prescribes:

(a) that an Employer must not unreasonably refuse requests for annual leave (see subclause 56.3(b)); and

(f) a procedure for handling excessive annual leave accruals (see subclause 56.7).

87. Backfill

87.1 Purpose

In order to maintain safe staffing, workload levels and appropriate clinical standards, the Employer will Backfill an Absence or, where that is not possible, prioritise work in accordance with this clause 87.

87.2 Definitions

In this clause 87:

(a) **Backfill** means the replacement of an absent Employee with an Employee classified at the same classification and time fraction, save that where this is not possible Backfill means utilising:

(i) higher duties to replace the absent Employee with an Employee at a lower classification and/or time fraction to work at and be paid at the higher classification and/or time fraction; and

(ii) an Employee classified at a higher grade/class/level than the absent Employee, with the replacement Employee's paid at their higher rate.

(b) **Absence** includes any type of leave approved by the Employer, WorkCover, absence caused by the resignation or termination of an Employee or an absence due to an Employee being on secondment, either separately or in combination.

(c) **Planned Absence** is any Absence of an Employee where it is known in advance it will be for at least two (2) calendar weeks.

(d) **Unplanned Absence** is any Absence of an Employee, where the Absence was not known in advance.

Examples of an Unplanned Absence may include personal leave, resignation without notice or termination of employment resulting in a vacancy or late approved leave.

87.3 Replacement of staff on Planned Absence

(a) The Employer will Backfill a Planned Absence from the first day of the absence except as provided at subclause 87.3(b) below.

(b) Where, despite all endeavours, the Employer is unable to Backfill a Planned Absence because a suitably experienced and qualified Employee is unavailable the work will be prioritised under subclause 87.6 below.

87.4 Unplanned Absences

(a) Absences of at least two (2) weeks

(i) The Employer will Backfill an Unplanned Absence of at least two (2) calendar weeks.

(ii) Where, despite best endeavours, the Employer is unable to Backfill an Unplanned Absence because a suitably experienced and qualified Employee is unavailable, the work will be prioritised under subclause 87.6 below.

(b) Absences of less than two (2) weeks

(i) The Employer may choose to Backfill an Unplanned Absence of less than two (2) calendar weeks.

(ii) When Backfill of an Unplanned Absence of less than two (2) calendar weeks does not occur the Employer will still apply subclauses 87.6 below, save that subclause 87.6(b) does not apply. There is no obligation to apply any other provisions of this clause 87 for an Unplanned Absence of less than two (2) calendar weeks under this subclause 87.4(b).

87.5 Backfill with existing staff where reasonable

The Employer will Backfill by offering existing part-time and, where necessary, casual Employees (which may include bank staff) additional shifts in the first instance.

87.6 Non-backfilled absences – Work prioritisation

(a) Where the Employer is unable to Backfill either a Planned or Unplanned Absence, the Employer will immediately prioritise work to ensure:

(i) workloads for other Employees who may be asked to perform the duties of the absent Employee are adjusted by reducing their usual duties;

(ii) the work of the absent Employee is not required to be undertaken by any Employee; and

(iii) other Employees will not unreasonably be required to work overtime to complete their own work and the work of the absent Employee.

(b) Prioritised work arrangements made under subclause 87.6(a) shall be provided in writing to Employees in the service/department of the absent Employee and available for inspection by the Union upon request.

(c) Nothing in this clause 87 prevents Employers taking other additional measures consistent with this Agreement to manage or prioritise work where Backfill is not available.

(d) If overtime is worked, the provisions of clause 49 – Overtime will apply.

(e) Where possible Employers will employ adequate relief Employees, or obtain an appropriate replacement from the Public Health Sector Relief Bank or equivalent (see subclause 87.8 below).

(f) An absent Employee will, on return to work, receive appropriate support to enable them to complete work not done in their absence and is still required to be done.

87.7 Relevant Information

(a) The matters in this clause 87 are directly relevant to workload and the Employer will provide information to the WIC as required by subclause 79.2 of this Agreement.

(b) In the event that a WIC has not been established and there is a dispute with respect to this clause 87 the Employer will provide relevant information that will provide clarification of the workload or staffing issues. Information that could be relevant includes workload reviews undertaken in accordance with subclause 86.6

(c) On the request of the Union, the Employer will provide in writing details of their attempts to Backfill in accordance with this clause 87.

87.8 Staffing and Banks

(a) Employers recognise adequate relief staff may be needed, or appropriate staff from public health sector relief bank/s utilised in the event they are established, to Backfill in accordance with this clause 87, other than in circumstances where existing Employees (part-time and casual) are offered and accept additional hours/shifts for this purpose.

(b) Where an Employer is unable to Backfill Absences in accordance with this clause 87 on a regular basis, the Employer will:

(i) consult with affected Employee/s and the Union on this; and

(ii) where appropriate, take steps to address the issue.

(c) Employers (including through the VHIA) and the Union will discuss in the WIC and BPECC arrangements for building increased relief staff size, which could include sector-wide or internal relief bank/s.

87.9 Dispute Settlement

In the event of a dispute arising over the provisions of this clause 87, either party may choose to have the dispute resolved under the:

(i) Dispute Resolution Procedure in this Agreement (clause 14); or

(ii) Independent Dispute Resolution Panel (clause 14A).

88. Advertising Vacancies

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

(a) where a vacancy will arise at the end of the notice of termination, immediately after giving notice of termination (by either the Employee or Employer); or

(b) where a vacancy will not arise immediately after the end of the notice, such as where the Employee's role has been backfilled, as soon as practicable.

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

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

89. Replacement Positions

89.1 Subclause 89.2 below applies to the following Health Services only:

Alexandra District Health	Maryborough District Health Service
Bairnsdale Regional Health Service	Mildura Base Public Hospital
Grampians Health (at those sites that were formerly Ballarat Health Services and Wimmera Health Care Group)	Omeo District Health
Barwon Health	Rochester & Elmore District Health Service
Bendigo Health	Rural Northwest Health
Echuca Regional Health	St. Vincent's Hospital (Melbourne) Limited
Central Highlands Rural Health (at those sites that were formerly Hepburn Health Service)	Swan Hill District Health
Hesse Rural Health Service	Tallangatta Health Service
Inglewood & Districts Health Service	Corryong Health
Kerang District Health	Western District Health Service
Kilmore District Health	West Gippsland Healthcare Group
Kyabram and District Health Service	Yarram and District Health Service

Mallee Track Health and Community Service	Yarrawonga Health

89.2 Every endeavour will be made to appoint to a position that falls vacant on the basis of prolonged leave, within eight (8) weeks of the vacation of the position.

90. Contractors and Labour Hire

90.1 The Employer acknowledges the positive impact that secure employment has on employees and the provision of quality services to the Victorian community and will give preference to engaging people to perform work covered by this Agreement as Employees, rather than engaging:

(a) contractors (including contractors that are employees of the Employer);

(b) employees of contractors (including employees of contractors that are employees of the Employer); and

(c) employees of labour hire businesses;

to perform such work.

90.2 The BPECC will design a survey for Employers to complete to identify the following in relation to the people referred to at subclauses 90.1(a) to (c):

(a) how many such people perform work at the Employer;

(b) the professions they perform work at the Employer;

(c) the sites such people perform work at the Employer;

(d) the gender breakdown of such people;

(e) at approximately what grades/levels/classes under the Agreement do such people perform work; and

(f) anything else agreed by BPECC.

90.3 The Employer recognises that engaging the people referred to at 90.1(a) to (c) above to perform work covered by this Agreement, other than on a short-term basis, will generally be a Major Change as defined at clause 13 and therefore may require consultation.

PART K – WORKPLACE RIGHTS

91. Working from Home

91.1 The Employer recognises there may be mutual benefits for both Employees and the Employer to access home based work. The Employer will maintain a working from home policy that provides Employees with a genuine opportunity to work from home where it is reasonable having regard for the circumstances, including:

(a) OHS considerations;

(b) any current Government directives or recommendations;

(c) service delivery requirements.

91.2 An Employee is entitled to make a request to work from home in accordance with the Employer's policy.

91.3 Where an application is made in accordance with the Employer's policy such a request will not be unreasonably refused by the Employer.

91.4 Nothing in this clause 95 limits the right of an Employee to request a flexible working arrangement under clause 92 of this Agreement.

92. Flexible Working Arrangements

92.1 The Act entitles a specified Employee to request flexible working arrangements in specified circumstances.

92.2 A specified Employee is a:

(a) full-time or part-time Employee with at least 12 months continuous service; and

(b) long term casual Employee with a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.

92.3 The specified circumstances are the Employee:

(a) is the parent, or has responsibility for the care, of a child who is of school age or younger;

(b) is a carer within the meaning of the *Carer Recognition Act 2010* (Cth) caring for someone who has a disability, a medical condition (including a terminal or chronic illness), a mental illness or is frail or aged;

(c) has a disability;

(d) is 55 or older;

(e) is experiencing violence from a member of the Employee's family; or

(f) provides care or support to a member of the Employee's Immediate Family, who requires care or support because the member is experiencing violence or abuse from the member's family.

92.4 A specified Employee may request the Employer for a change in working arrangements relating to the circumstances at subclause 92.3.

92.5 A request for a flexible work arrangement includes (but is not limited to) a request to work part-time upon return to work after taking leave for the birth or adoption of a child to assist the Employee to care for the child.

92.6 Changes in working arrangements may include but are not limited to hours of work, patterns of work and location of work.

92.7 The request by the Employee must be in writing, set out the change sought and reasons for the change.

92.8 The Employer must give the Employee a written response to the request within 21 days, stating whether the Employer grants or refuses the request. A request may only be refused on reasonable business grounds as described in the NES.

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

92.10 Where a request for flexible work arrangements is made, an Employee or Employer is entitled to meet with the other party to discuss:

(a) the request;

(b) an alternative to the request; or

(c) reasons for a refusal on reasonable business grounds.

92.11 An Employee or Employer may choose to be represented at a meeting under subclause 92.10 by a representative including a Union or VHIA.

92.12 The dispute resolution procedure in the Agreement will apply to any dispute/grievance arising in relation to a request for flexible working arrangements, including a refusal on reasonable business grounds.

92.13 Other entitlements relevant to family violence can be found at clause 63 (Family Violence Leave).

92.14 Where an Employee wishes to end a flexible work arrangement in a manner other than as provided in the flexible work arrangements itself, this can occur by agreement between the Employee and the Employer, save that the Employer will not unreasonably withhold agreement.

PART L – OCCUPATIONAL HEALTH AND SAFETY

93. OHS Preliminary

93.1 Relationship to legislation

The provisions of this Part L of the Agreement shall be read and interpreted in conjunction with the OHS Act, EO Act and WIRC Act and successors, provided where there is any inconsistency between this Agreement and the legislation referred to in this subclause 93.1, the legislation prevails to the extent of any inconsistency.

93.2 Arrangement of this Part L

This part L is arranged as follows:

(a) OHS Preliminary (clause 93);

(b) Industry OHS Working Group (clause 94);

(c) OHS Risk Management (clause 95);

(d) Incident Reporting, Investigation and Prevention (clause 96);

(e) Designated work groups (clause 97);

(f) HSRs (clause 98);

(g) Occupational Violence and Aggression Prevention and Management (clause 99);

(h) Workers' Compensation, Rehabilitation and Return to Work (clause 100);

(i) Home Visit Safety (clause 101); and

(j) Facilities (clause 102).

93.3 Definitions

For the purposes of this Part L of this Agreement:

(a) **DWG** means designated work group as defined under the OHS Act as amended from time to time and may include employees other than Employees covered by this Agreement.

(b) **Incident** means an event or circumstance that lead or could have lead to unintended or unnecessary harm.

(c) **Injury** means any physical or mental injury.

(d) **Insurer** means an authorised agent as defined by the WIRC Act.

(e) **OHS** means occupational health and safety.

(f) **Workplace** means workplace as defined under the OHS Act.

94. Industry OHS Working Group

94.1 The Employers (and the VHIA), the Employees and the Union will proactively cooperate in development and recommendation of measures to improve occupational health and safety outcomes, with the intent of improving employee health and safety, preventing injury, illness and incapacity (and hence workers compensation payments), particularly with respect to the following:

(a) safe patient and manual handling processes;

(b) safe rostering practices and prevention of fatigue risks;

(c) occupational violence and aggression prevention programs;

(d) education for Assistant Allied Health Managers, Allied Health Managers and other managers covered by this Agreement regarding management of employees; and

(e) workplace bullying.

94.2 The proactive cooperation described at subclause 94.1 with respect to the priorities identified above, will seek to achieve the following:

(a) in the case of safe patient and manual handling processes, reduction of musculoskeletal injuries by identifying requirements for safe patient and manual handling programs including recommendation of principles and practices to prevent and reduce the associated risks;

(b) in the case of safe rostering practices, identification of staff and patient safety risks associated with working hours, shift work, rostering practices and fatigue, including any preventable hazards, and recommendation of principles and practices to prevent and reduce the associated risks;

(c) in the case of occupational violence and aggression prevention programs, ensuring the prevention and/or appropriate management of occupational violence to reduce associated injuries and illness, including the long term mental health implications of exposure to continuing violence and aggression, including recommendation of principles and practices to prevent and reduce the associated risks, and making recommendations to address these;

(d) in the case of education and training of Assistant Allied Health Managers, Allied Health Managers and other managers covered by this Agreement, appropriate understanding of management obligations in relation to occupational health and safety, workers compensation and return to work by identifying gaps and making recommendations to address these; and

(e) in the case of workplace bullying, identification of bullying prevention principles and practices, including education on early identification and intervention, appropriate workplace behaviour/Code of Conduct and appropriate investigation and feedback processes, and making recommendations to implement these.

94.3 As these matters are relevant to all employees and Employers covered by this Agreement, an Industry OHS Working Group will be established consisting of no more than three (3) representatives from each of the following:

(a) the Union;

(b) VHIA;

(c) Department; and

(d) other attendees as agreed by members of the working party.

94.4 In the case of the Union and VHIA, a representative may include a member.

94.5 The Industry OHS Working Group will commence meeting within three (3) months of the commencement of the Agreement, and will meet bi-monthly or otherwise by agreement between its members.

94.6 The Industry OHS Working Group will determine any actions it will undertake, in addition to the above priorities.

94.7 The Industry OHS Working Group will operate with the oversight of the BPECC and will produce annual reports to be provided to all parties on the progress, actions and recommendations resulting from the Group's work, with the first report to be delivered to the BPECC no more than 12 months after the first meeting.

95. OHS Risk Management

95.1 Those covered by this Agreement will take a pro-active approach to the prevention and management of workplace injuries to the highest level of protection reasonably practicable in the circumstances, and to the achievement of a reduction in workplace injuries through the implementation of risk management systems incorporating hazard identification, risk assessment and control, and safe work practices.

95.2 The Employer will implement the hierarchy of controls to control hazards and will eliminate the hazard at the source wherever practicable.

95.3 Those covered by this Agreement recognise that consultation with Employees and their representatives is crucial to achieving a healthy and safe work environment. To this end, Employers will:

(a) consult with Employees covered by this Agreement and their representatives around matters relating to health and safety in the workplace; and

(b) ensure managers of Employees receive adequate education and support to ensure the following can occur:

(i) the assessment of OHS risks;

(ii) the undertaking of OHS incident investigations; and

(iii) Consultation with Employees over OHS issues.

95.4 This Agreement recognises that hazards include, but are not limited to:

(a) safe patient and manual handling;

(b) occupational violence and aggression;

(c) circumstances that give rise to adverse effects on psychological health, including bullying, workplace stress and fatigue;

(d) unsafe design and layout of health workplaces;

(e) slips, trips and falls;

(f) blood borne and other infectious diseases;

(g) sharps; and

(h) hazardous substances.

95.5 The Employer shall provide such information, education, training and supervision to all Employees of the Employer required to enable them to perform their work in a manner which is safe and without risks to health. This shall occur on a regular basis as required to enable Employees to remain informed in relation to health and safety hazards, policies and procedures.

96. Incident Reporting, Investigation and Prevention

96.1 The Employer will facilitate timely reporting of incidents by Employees and ensure Employees who report incidents are appropriately supported.

96.2 Following an incident, the Employer will as soon as practicable:

(a) provide the Employee/s with post incident support services;

(b) take appropriate action to prevent further injury to Employees;

(c) conduct an incident investigation in a timely manner and implement workplace controls to prevent the incident recurring; and

(d) provide information regarding the Employee's rights as relevant including the making and lodging of a workers compensation claim and reporting to police.

96.3 The Employer shall provide information, instruction and training to Employees and management staff regarding the importance of timely reporting, procedures regarding incident reporting, and linking this to incident investigation and prevention.

97. Designated Work Groups

97.1 Where Union members constitute the majority of the workforce within a designated work group, the Employer will establish and maintain a system of DWGs in consultation with Employees and the Union.

97.2 In determining the particulars of DWGs (including number of HSRs), the following considerations will, where practicable, be taken into account:

(a) the specific needs, conditions and hazards affecting Employees in the area(s) concerned;

(b) the working arrangements, including shiftwork, of Employees in the area(s) concerned;

(c) the accessibility of health and safety representatives to Employees in the area(s) concerned; and

(d) the geographical layout of the workplace.

98. HSRs

98.1 HSR(s) Election Process

(a) All Employees in the relevant DWG will be given the opportunity to nominate for a position as an HSR.

(b) Where there is more than one (1) nominee for any vacancy of an HSR position, the method of conducting the election shall be determined by the Employees of the DWG concerned. The Union will, where requested by the staff, conduct the election.

(c) If there is equivalent nominees to positions vacant then the candidate(s) will be elected unopposed.

(d) The Employer will maintain a current list of DWGs as well as the name(s) of the elected HSR(s) for each DWG and shall display this in a prominent place in the workplace at all times.

(e) Employers will provide a copy of the DWG list, with the names of the HSR(s), their respective training dates and their respective election dates to the Union at least annually or within 28 days of receiving a written request from the Union.

98.2 HSR Training

(a) HSRs will be entitled and encouraged to attend a WorkSafe Victoria approved course as soon as practicable following their election.

(b) The Employer will permit HSRs to take such time as is necessary or prescribed to attend occupational health and safety training courses approved by WorkSafe Victoria.

(c) HSRs will have the right to choose which course to attend, provided it is a WorkSafe Victoria approved course. An Employer will not prevent or obstruct an HSR from attending course chosen by them.

(d) When attending an approved course, HSRs shall be paid as per their roster, that is the normal/expected earnings during course attendance, including but not limited to pay entitlements relating to shift work, regular overtime, higher duties, allowances or penalty rates that would have applied had the HSR been at work.

(e) Where HSRs attend an approved course outside their normal working hours or roster, they will be paid as if they had been at work for the relevant time, including any relevant overtime rates, higher rates, allowances or penalty rates. This might apply when an HSR:

(i) normally works two (2) days a week, and attends a block five (5) day course;

(ii) has a rostered day off during the course; and

(iii) has a shift that does not overlap, or overlaps only marginally, with the course's hours.

(f) Rosters or shifts prior to/post HSR training shall be altered where necessary to ensure that HSRs are not exposed to extra risks from fatigue due to working extended hours or shiftwork while attending a training course.

(g) The Employer is responsible for payment of course fees, travel costs and accommodation for HSR attendance at WorkSafe Victoria approved courses.

98.3 Facilities for HSRs

(a) HSRs will be provided with reasonable access to an office, telephone, computer (including email facilities where available), notice board, meeting room, and such other facilities as are necessary to enable them to perform their functions or duties as prescribed under the OHS Act.

(b) HSRs will have reasonable time release from duty to perform their functions and duties as is necessary or prescribed under the OHS Act.

98.4 Health and Safety Committees

Health and safety committees will be established where requested by a HSR.

99. Occupational Violence and Aggression Prevention and Management

99.1 Prevention and Management of Occupational Violence and Aggression

Employees are entitled to be provided a workplace free of occupational violence and aggression (OVA).

99.2 Occupational Violence and Aggression Prevention

(a) VHIA, Employers, the Union and Employees support action to end violence and aggression in Victoria's public health system. This requires an inclusive, integrated approach both at an industry and individual health service level.

(b) Each Employer will have an action plan, which will be subject to ongoing review, to address occupational violence and aggression.

(c) Any action plan will:

(i) outline the actions necessary to improve security;

(ii) implement proactive measures to identify and address risks;

(iii) ensure a reporting culture and mechanisms to assist in investigation; and

(iv) provide appropriate support following workplace incidents.

(d) The action plan will be consistent with:

(i) any relevant plan developed by the Union to end violence and aggression; and

(ii) the WorkSafe Guidance note relevant to occupational violence and aggression.

(e) In developing or reviewing an action plan the Employer will consult with HSRs, the Union and affected Employees to identify any gaps having regard for the requirements at subclause 99.2(c).

(f) The Employer will designate an Occupational Health and Safety committee (which may be an existing committee) as responsible for overseeing the actions required by this clause 103.

(g) Upon written request of the Union, an Employer will provide to the Union the following written information within four (4) weeks:

(i) the Employer's action plan or, where it does not have one, how it is developing an action plan;

(ii) the name of the Committee responsible for oversight of occupational violence and aggression issues including the contact details of the Committee chair;

(iii) where the Committee at subclause 99.2(g)(ii) establishes a sub-committee or working party for the purpose of giving effect to the obligations under this clause 99, the name of the sub-committee or working party and the contact details of the Chair;

(iv) details of the Employer's program / system for addressing occupational violence and aggression including relevant policies; and

(v) other material relevant to the Employer's program / system for addressing occupational violence and aggression and / or action plan.

(h) Upon request by the Union, the Employer will invite the Union to attend and participate in meetings of the relevant committee established or convened for the purpose of giving effect to this clause 99.

99.3 Employers with Existing Policies

An Employer who, at the time this Agreement comes into operation, has policies that directly address the prevention and management of occupational violence and aggression will:

(a) Regularly (at least every 12 months) review the policy / policies through the occupational health and safety committee(s) (including HSRs) and OHS consultation mechanisms applying at the Employer, with specific consideration to an OHS Risk Management approach, and any relevant plan developed by the Union to prevent violence and aggression;

(b) ensure that Employees are provided with the policies and are advised of any change;

(c) ensure that Employees receive periodic refresher training regarding occupational violence and aggression issues including the policies;

(d) upon request, provide a copy of existing policies to the Union or other Employee representative; and

(e) upon request, meet with the Union or other Employee representative for consultation regarding the policies, their application and implementation.

99.4 Nothing in this clause 103 limits an Employer from doing anything to support the reduction and prevention of occupational violence and aggression.

99.5 Key Principles

In developing, reviewing and implementing policies, the following matters will be considered:

(a) security;

(b) risk identification;

(c) the development of patient care plans;

(d) incident reporting, investigation and action;

(e) workplace design;

(f) training;

(g) integration of policies and procedures;

(h) post incident support;

(i) application across all health disciplines; and

(j) empowering staff to expect a safe workplace.

99.6 Continuous Improvement

(a) The Employer will undertake regular (at least six-monthly) audits of their occupational violence and aggression management strategy, considering any relevant plan developed by the Union to prevent violence and aggression, in consultation with HSRs and clinical care staff.

(b) The Employer will provide the results of such audits and the action plan to their HSRs and, upon request, Job Representatives, for review and discussion at the Committee or working group referred to at subclause 99.2(f).

(c) Further external developments regarding the prevention and management of occupational violence and aggression will occur during the life of the Agreement. They may include but not be limited to:

(i) baseline standards for security; and

(ii) incident reporting systems.

(d) Employers will continue to review, consult and update their response to occupational violence and aggression to take into account developments that may result in the continued improvement of its response.

99.7 OVA Reporting

(a) The Employer will make the following information available to the Occupational Health and Safety committee referred to in subclause 99.2(f):

(i) the number of code grey, code black and other alerts relating to risk of violence;

(ii) the overall number of reported incidents of OVA;

(iii) the number of incidents that have resulted in injury to staff, patients and visitors;

(iv) the number of incidents that have resulted in property damage, where available; and

(v) systematic recommendations and actions affecting risk management and OVA.

(b) The Employer will, in consultation with the elected HSR, conduct workplace audits.

100. Workers' Compensation, Rehabilitation and Return to Work

100.1 Workers Compensation Information

(a) The Employer will display and make available the WorkSafe Victoria "If You Are Injured at Work" Poster, as amended from time to time.

(b) The Employer will provide a copy of the poster (A4 version) to Employees as soon as they report an incident that may give rise to an injury to themselves.

100.2 Accident Make-Up Pay

See clause 30.

100.3 Attendance at medical appointments

Where there is an accepted workers' compensation claim, an Employee who requires time off during work time to attend medical and other appointments may elect to:

(a) take the time as paid personal/carer's leave (subject to having sufficient accrued leave); or

(b) take the time as paid work time, in which case the Employer may claim repayment for that time under workers' compensation legislation, subject to that legislation.

100.4 Return to Work

(a) This subclause 104.4 shall apply to an Employee not performing their normal duties due to a work related injury to which the WIRC Act applies.

(b) The Employer will appoint a Return to Work Co-ordinator who will have sufficient knowledge of occupational rehabilitation legislation, regulations and guidelines to undertake the task.

(c) The Employer will develop an appropriate return to work plan as soon as medically appropriate in consultation with the injured Employee concerned, their treating doctor and health professionals providing treatment or services to the injured Employee.

(d) The Employer will assist injured Employees to remain at work or return to work in suitable employment as soon as medically appropriate after injury. The Employer shall ensure that the suitable employment will reflect and be commensurate with, as far as possible, the skills, education, age, experience,

pre-injury employment, and any relevant medical restrictions of the injured Employee. The suitable employment will also take into account the Employee's place of residence and pre-injury hours of work.

(e) Without limiting the content of the return to work plan, the plan will include, but not be limited to a return to work program signed by the Employer, Employee and treating doctor which covers:

(i) the estimated date of the return to work;

(ii) the position title;

(iii) the duties and hours of work to be offered;

(iv) the nature of the incapacity and any medical restrictions;

(v) the applicable classification and pay rate;

(vi) steps to be taken to facilitate the return to work; and

(vii) the date or dates for regular review.

(f) The return to work plan may also consider, subject to approval by the insurer:

(i) any personal and household services required, including modifications to the home or car, household help, counselling, aids or appliances, transportation costs, etc; and

(ii) any occupational rehabilitation services, including modifications to the workplace, home or car which will apply, equipment to be provided at the workplace, etc.

(g) The return to work plan will be reviewed at least monthly or more regularly as needed, in consultation with the injured Employee and other relevant parties.

(h) Employees will have the right to have a representative (including a Union representative) present at any interview arranged by their Employer regarding their return to work or rehabilitation, including monitoring or review of their return to work program. When arranging such interviews, the Employer will advise the Employee that they may have a representative (including a Union representative) present. The Employer will where practicable provide to the Employee at least seven (7) days' notice of such interviews occurring.

(i) The Employer will not seek to change the Employee's duties, hours or other aspects of the Employee's employment or return to work plan without consulting with the Employee.

(j) A Union representative may be involved in any negotiations or discussions regarding any such proposed changes, at the request of the Employee.

(k) The Employer and the Employee will co-operate and participate in the agreed return to work plan. This plan will be reviewed at the request of any of the parties involved. Where agreement cannot be reached the processes of the WIRC Act will apply.

(l) Employers are not to attend any medical assessments with injured Employees where capacity is being assessed or a treatment plan is being developed unless

specifically requested by the Employee to do so. This prohibition does not apply to appointments specifically for the development of a RTW plan.

100.5 Rehabilitation, Re-training and Re-education

(a) The Employer may pay for any re-training or re-education which is required to assist the Employee to remain at work or return to work in suitable employment in accordance with guidelines issued by Victorian WorkSafe to its agents. Approval for such re-training or re-education may be requested by the Employee, their treating practitioner, or any other Victorian WorkSafe approved service provider, individual or agency, on behalf of the Employee.

(b) Where it has been established that an Employee has a permanent injury or condition which prevents them returning to their pre injury employment the Employer will ensure the Employee is advised of all vacancies as they become available.

101. Home Visit Safety

101.1 The Employer will ensure that where an Employee is undertaking a home visit:

(a) the Employee has received training relevant to performing their work in that environment including Employee and client safety (such as family violence); and

(b) the Employee has ready access to other Employee/s:

(i) to report an emergency; and/or

(ii) to receive clinical advice; and

(c) where the home visit has concluded and the Employee has not confirmed their safety, the Employer will ensure that another employee/s contacts the Employee to confirm their safety.

101.2 Where a Grade/Level/Class 1 Employee is undertaking home visits the Employer will ensure that they have first completed the necessary training and orientation to ensure that they have the necessary skills, knowledge and experience to effectively and safely perform home visit duties and will receive the required ongoing support in accordance with subclause 101.1.

101.3 Where an Employee has concerns about their safety following the initial screening processes, or where an Employee has concerns about their safety as a result of their dealings with a client/customer/patient, the Employer will ensure that:

(a) the safety issue / hazard is identified;

(b) a risk assessment is undertaken in consultation with the Employee/s, the Employee's HSR (where applicable) and where requested by the Employee/s, the Union and/or any other relevant employee/s;

(c) subject to subclauses 101.4. and 101.5, an appropriate hazard / risk control is implemented; and

(d) the control measures are evaluated and reviewed.

101.4 The objective of the process described at subclause 101.3 is to identify a hazard / risk control measure the Employee agrees addresses their safety concern. An Employee is entitled to dispute whether the hazard / risk control measure in subclause 101.3(c) addresses their safety concerns and is appropriate in accordance with the OHS Act.

101.5 At any time, if a safety issue involves an immediate threat to the Employee's health or safety an Employer or Employee may, after consultation, direct that work cease in accordance with the OHS Act, save that, consistent with an Employee's common law right, an Employee has the right to:

(a) cease seeing an individual client / customer / patient or leave a location/environment at any time where they feel unsafe; and/ or

(b) not perform work where they believe is a threat to their safety, including when they do not feel safe visiting an individual client/customer/patient or attending a location/environment.

101.6 Where a direction under subclause 101.5 occurs, the cease work would apply to visiting that individual client / customer / patient or location/environment where performing this work gives rise to an immediate threat to the Employee's safety until resolved in accordance with the OHS Act, which includes having the matter determined by Worksafe and the right to appeal.

101.7 During any period for which work has ceased in accordance with a direction under subclause 101.5, the Employer may assign any Employees whose work is affected to suitable alternative work.

101.8 Nothing in this clause 101 limits the ability of any party to exercise any right under the OHS Act including to request an inspector attend the workplace to assist in the resolution of the health and safety issue, having the matter determined by Worksafe, any escalation process or right to appeal.

101.9 The requirements of this clause 101 applies to all situations where an Employee is away from the Employer's premises with a client/s / customer/s / patient/s, family or carer/s.

102. Facilities

102.1 The Employer acknowledges that:

(a) the OHS Act requires Employers to provide a work environment that is safe and without risk to Employees' health, so far as reasonably practicable, and

(b) they are required by the OHS Act law to consult with affected Employees and HSRs, so far as reasonably practicable, when making decisions about the adequacy of facilities for the welfare of employees.

102.2 The Employer must provide and continue to provide adequate facilities for the welfare of Employees at any workplace under the Employer's management and control, subject to subclause 102.4 below. Such facilities include a room for the taking of meal breaks and rest breaks, staff only toilets, change rooms / shower, and secure personal storage.

102.3 *The WorkSafe Compliance Code – Workplace Amenities and Work Environment* (**Compliance Code**) is an appropriate guide on how to fulfil these duties to the extent that they relate to providing appropriate facilities for the work environment and appropriate workplace amenities for Employees.

102.4 Where the Employer cannot:

(a) provide the facilities referred to at subclause 102.2 because it is not reasonably practicable to do so; or

(b) where the Employer cannot continue to provide the facilities due to refurbishment or other unforeseeable disruption;

subclause 102.5 applies.

102.5 In the circumstances in subclause 102.4, the Employer will:

(a) in consultation with Employees and their HSRs, conduct an assessment of workplace facilities to identify any risks to the health, safety and wellbeing of staff. The assessment will consider the requirements outlined in the Compliance Code;

(b) develop and implement an action plan to improve staff health, safety and wellbeing. The action plan will require them to take all reasonable steps to mitigate not providing the facilities required by subclause 102.2 and to identify timeframes, including any timeframes to provide the facilities at subclause 102.2. This information will be provided to the affected Employees and the Union in writing; and

(c) as soon as is reasonably practicable provide and continue to provide the facilities referred to at subclause 102.2 and prioritise providing these facilities, save that secure personal storage suitable to the circumstances must be available within two (2) years of the Agreement commencing operation or earlier if practicable.

102.6 A member/s of the WIC and / or the Union may request and the Employer will provide in writing information regarding the facilities required to meet the requirements of the OHS Act and/or this clause 102, including:

(a) why it is not reasonably practicable for the Employer to provide the facilities referred to at subclause 102.2;

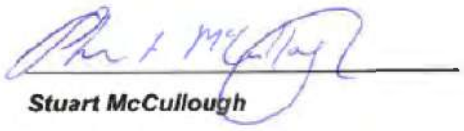
(b) the steps to mitigate any hazard / risk where such facilities cannot be provided; and

(c) details of any new sites the Employer is building or any existing sites they are refurbishing, and steps they are taking to provide the facilities referred to at subclause 102.2 as part of this construction.

102.7 Where refurbishment or construction is proposed, Employers will, where reasonably practicable, provide the facilities for the welfare of Employees as described at subclause 102.2 as part of this refurbishment or construction.

SIGNATORIES

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



Stuart McCullough

Authority to sign:

Chief Executive Officer of VHIA, employer bargaining representative

Address:

88 Maribyrnong Street,

Footscray, VIC 3011

Witness signature

Witness name: EMMA SCOTT

Date: 28/10/22

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

Craig McGregor

Authority to sign:

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

Address:

Level 1, 62 Lygon Street

Carlton, VIC 3053

Witness signature

Witness name: Alex Leszczynski

Date: 28/10/2022

APPENDIX 1 – LIST OF EMPLOYERS

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

35. Kerang District Health
36. Kilmore District Health
37. Kooweerup Regional Health Services
38. Kyabram and District Health Service
39. Latrobe Regional Hospital
40. Mallee Track Health and Community Service
41. Mansfield District Hospital

76. Yarram and District Health Service
77. Yarrawonga Health
78. Yea & District Memorial Hospital

APPENDIX 2 – WAGE RATES

PART A: AHP1 WAGE RATES

CLASSIFICATION	YEAR	1-JUL-20 (CURRENT)	1-MAR-22	COMMENCEMENT OF AGREEMENT		1-MAR-23	1-MAR-24	1-MAR-25
AHP1 CLASSIFICATIONS								
GENERAL AHP1 CLASSIFICATIONS ONLY								
Intern (Medical Imaging Technologist (Radiographer) & Nuclear Medicine Technologist only) - 3 year degree	-	$976.00	$995.50			$1,015.40	$1,035.70	$1,056.40
Intern (Medical Imaging Technologist (Radiographer) & Nuclear Medicine Technologist only) - 4 year degree	-	N/A	$1,071.60*			$1,093.00	$1,114.90	$1,137.20
Intern (Medical Imaging Technologist (Radiographer) & Nuclear Medicine Technologist only) - Masters degree	-	$1,038.10	$1,108.50*			$1,130.70	$1,153.30	$1,176.40
Grade 1	1	$1,179.50	$1,203.10	1 (DELETE)	Translate to new Grade 1 Yr 1	N/A		
	2	$1,254.10	$1,279.20	~~2~~ 1	$1,279.20	$1,304.80	$1,330.90	$1,357.50
	3	$1,317.70	$1,344.10	~~3~~ 2	$1,344.10	$1,371.00	$1,398.40	$1,426.40
	4	$1,398.40	$1,426.40	~~4~~ 3	$1,426.40	$1,454.90	$1,484.00	$1,513.70
	5	$1,459.20	$1,488.40	~~5~~ 4	$1,488.40	$1,518.20	$1,548.60	$1,579.60
	6	$1,525.70	$1,556.20	~~6~~ 5	$1,556.20	$1,587.30	$1,619.00	$1,651.40
	7	$1,602.30	$1,634.30	7 (DELETE)	Translate to Grade 2 Yr 1 (see Appendix 2 Part B)	N/A		

CLASSIFICATION	YEAR	1-JUL-20 (CURRENT)	1-MAR-22	COMMENCEMENT OF AGREEMENT		1-MAR-23	1-MAR-24	1-MAR-25
	N/A			Rate if Employee doesn't translate:	$1,634.30	$1,667.00	$1,700.30	$1,734.30
Grade 2	1	$1,603.10	$1,635.20			$1,667.90	$1,701.30	$1,735.30
	2	$1,676.70	$1,710.20			$1,744.40	$1,779.30	$1,814.90
	3	$1,779.70	$1,815.30			$1,851.60	$1,888.60	$1,926.40
	4	$1,842.80	$1,879.70			$1,917.30	$1,955.60	$1,994.70
Grade 3A	1	$1,845.70	$1,882.60			$1,920.30	$1,958.70	$1,997.80
	2	$1,871.80	$1,909.20			$1,947.40	$1,986.40	$2,026.00
	3	$1,892.30	$1,930.10			$1,968.70	$2,008.10	$2,048.20
	4	$1,951.20	$1,990.20			$2,030.10	$2,070.70	$2,112.00
Grade 3	1	$1,850.10	$1,887.10			$1,924.80	$1,963.30	$2,002.60
	2	$1,915.10	$1,953.40			$1,992.50	$2,032.40	$2,073.00
	3 (not applicable to Allied Health Managers)	$1,966.40	$2,005.70			$2,045.80	$2,086.70	$2,128.40
	3B (only applies to Allied Health Managers)	N/A	$2,062.10*			$2,103.30	$2,145.40	$2,188.30
	4 (not applicable to Allied Health Managers)	$2,113.80	$2,156.10			$2,199.20	$2,243.20	$2,288.10
	4B (only applies to Allied Health Managers)	$2,184.70	$2,276.40*			$2,321.90	$2,368.30	$2,415.70

CLASSIFICATION	YEAR	1-JUL-20 (CURRENT)	1-MAR-22	COMMENCEMENT OF AGREEMENT		1-MAR-23	1-MAR-24	1-MAR-25
Grade 4	1	$2,240.00	$2,284.80			$2,330.50	$2,377.10	$2,424.60
	2	$2,315.50	$2,361.80			$2,409.00	$2,457.20	$2,506.30
	3	$2,391.50	$2,439.30			$2,488.10	$2,537.90	$2,588.70
	4	$2,468.10	$2,517.50			$2,567.90	$2,619.30	$2,671.70
Grade 5	-	$2,784.90	$2,840.60			$2,897.40	$2,955.30	$3,014.40
Grade 6	-	$3,024.00	$3,084.50			$3,146.20	$3,209.10	$3,273.30
Grade 7	-	$3,381.50	$3,449.10			$3,518.10	$3,588.50	$3,660.30
RADIATION THERAPY TECHNOLOGIST (RADIATION THERAPIST) ONLY								
Intern - 3 year degree	-	$976.00	$995.50			$1,015.40	$1,035.70	$1,056.40
Intern - 4 year degree	-	N/A	$1,071.60*			$1,093.00	$1,114.90	$1,137.20
Intern - Masters degree	-	$1,038.10	$1,108.50*			$1,130.70	$1,153.30	$1,176.40
Grade 1	1	$1,179.50	$1,203.10	1 (DELETE)	Translate to new G 1 Yr 1	N/A		
	2	$1,254.10	$1,279.20	~~2~~ 1	$1,279.20	$1,304.80	$1,330.90	$1,357.50
	3	$1,317.70	$1,344.10	~~3~~ 2	$1,344.10	$1,371.00	$1,398.40	$1,426.40
	4	$1,398.40	$1,426.40	~~4~~ 3	$1,426.40	$1,454.90	$1,484.00	$1,513.70
	5	$1,459.20	$1,488.40	~~5~~ 4	$1,488.40	$1,518.20	$1,548.60	$1,579.60
	6	$1,525.70	$1,556.20	~~6~~ 5	$1,556.20	$1,587.30	$1,619.00	$1,651.40
	7	$1,602.30	$1,634.30	7 (DELETE)	Translate to Grade 2 Yr 1 (see Appendix 2 Part B)	N/A		
	N/A			Rate if Employee doesn't translate:	$1,634.30	$1,667.00	$1,700.30	$1,734.30

CLASSIFICATION	YEAR	1-JUL-20 (CURRENT)	1-MAR-22	COMMENCEMENT OF AGREEMENT		1-MAR-23	1-MAR-24	1-MAR-25
Grade 2	1	$1,525.70	$1,556.20	1 (DELETE)	Translate to new G 2 Yr 1	N/A		
	2	$1,603.10	$1,635.20	~~2~~ 1	$1,635.20	$1,667.90	$1,701.30	$1,735.30
	3	$1,676.70	$1,710.20	~~3~~ 2	$1,710.20	$1,744.40	$1,779.30	$1,814.90
	4	$1,779.70	$1,815.30	4 3	$1,815.30	$1,851.60	$1,888.60	$1,926.40
	5	$1,842.80	$1,879.70	~~5~~ 4	$1,879.70	$1,917.30	$1,955.60	$1,994.70
Grade 3A	1	$1,845.70	$1,882.60			$1,920.30	$1,958.70	$1,997.80
	2	$1,871.80	$1,909.20			$1,947.40	$1,986.40	$2,026.00
	3	$1,892.30	$1,930.10			$1,968.70	$2,008.10	$2,048.20
	4	$1,951.20	$1,990.20			$2,030.10	$2,070.70	$2,112.00
Grade 3	1	$1,850.10	$1,887.10			$1,924.80	$1,963.30	$2,002.60
	2	$1,915.10	$1,953.40			$1,992.50	$2,032.40	$2,073.00
	3	$1,966.30	$2,005.70			$2,045.80	$2,086.70	$2,128.40
	4	$2,113.80	$2,156.10			$2,199.20	$2,243.20	$2,288.10
Grade 4	1	$2,168.90	$2,212.30			$2,256.50	$2,301.60	$2,347.60
	2	$2,524.40	$2,574.90			$2,626.40	$2,678.90	$2,732.50
Grade 5	Level 1	$2,719.90	$2,774.30			$2,829.80	$2,886.40	$2,944.10
	Level 2	$2,785.00	$2,840.70			$2,897.50	$2,955.50	$3,014.60
Grade 6	Level 1	$2,952.80	$3,011.90			$3,072.10	$3,133.50	$3,196.20
	Level 2	$3,120.60	$3,183.00			$3,246.70	$3,311.60	$3,377.80
Grade 7	Level 1	$3,339.20	$3,406.00			$3,474.10	$3,543.60	$3,614.50
	Level 2	$3,557.50	$3,628.70			$3,701.30	$3,775.30	$3,850.80
SONOGRAPHER ONLY								
Grade 1	1	$1,179.50	$1,203.10			$1,227.20	$1,251.70	$1,276.70
	2	$1,254.10	$1,279.20			$1,304.80	$1,330.90	$1,357.50

CLASSIFICATION	YEAR	1-JUL-20 (CURRENT)	1-MAR-22	COMMENCEMENT OF AGREEMENT		1-MAR-23	1-MAR-24	1-MAR-25
	3	$1,317.70	$1,344.10			$1,371.00	$1,398.40	$1,426.40
	4	$1,398.40	$1,426.40			$1,454.90	$1,484.00	$1,513.70
Grade 2	1	$1,525.70	$1,556.20			$1,587.30	$1,619.00	$1,651.40
	2	$1,603.10	$1,635.20			$1,667.90	$1,701.30	$1,735.30
	3	$1,676.70	$1,710.20			$1,744.40	$1,779.30	$1,814.90
Grade 3	1	$1,850.10	$1,887.10			$1,924.80	$1,963.30	$2,002.60
	2	$1,915.10	$1,953.40			$1,992.50	$2,032.40	$2,073.00
	3	$1,966.40	$2,005.70			$2,045.80	$2,086.70	$2,128.40
	4	$2,113.80	$2,156.10			$2,199.20	$2,243.20	$2,288.10
Grade 4	1	$2,240.00	$2,284.80			$2,330.50	$2,377.10	$2,424.60
	2	$2,315.50	$2,361.80			$2,409.00	$2,457.20	$2,506.30
	3	$2,391.50	$2,439.30			$2,488.10	$2,537.90	$2,588.70
	4	$2,468.10	$2,517.50			$2,567.90	$2,619.30	$2,671.70
Grade 5	-	$2,784.90	$2,840.60			$2,897.40	$2,955.30	$3,014.40
Grade 6	-	$3,024.00	$3,084.50			$3,146.20	$3,209.10	$3,273.30
Grade 7	-	$3,381.50	$3,449.10			$3,518.10	$3,588.50	$3,660.30

PART B: ABOLITION OF AHP1 GRADE 1 YEARS 1 AND 7

Translation Arrangements

The structure for AHP1 Grade 1 (including Radiation Therapy Technologists (Radiation Therapists)), excluding Sonographers, will be amended as follows:

(a) From commencement of the Agreement, the existing Grade 1, Year 1 and Grade 1, Year 7 will be abolished and Grade 1 will have only five (5) Experience years (increments).

(b) The following translations will apply to Grade 1 Employees:

2020 Agreement Experience Year	Agreement Experience Year Employee translates to
AHP1 Grade 1, Year 1	AHP1 Grade 1, Year 1
AHP1 Grade 1, Year 2	AHP1 Grade 1, Year 1
AHP1 Grade 1, Year 3	AHP1 Grade 1, Year 2
AHP1 Grade 1, Year 4	AHP1 Grade 1, Year 3
AHP1 Grade 1, Year 5	AHP1 Grade 1, Year 4
AHP1 Grade 1, Year 6	AHP1 Grade 1, Year 5
AHP1 Grade 1, Year 7	See subclause (e) below

(c) A Grade 1, Year 1 Employee under the 2020 Agreement translating to the new Grade 1, Year 1 in this Agreement, must complete 12 months at this new Grade 1, Year 1 before progressing to AHP1 Grade 1, Year 2.

(d) Except as outlined in subclause (c) of this Appendix 2 Part B, a Grade 1 Employee translating to a new Experience year (increment) as per subclause (b) of this Appendix 2 Part B does not need to complete the full 12 months at their new Experience year to progress to the next Experience year, just the remainder of their 12 month period.

(e) An Employee who, at the date referred at subclause (a) of this Appendix 2 Part B, was classified at Grade 1, Year 7, will progress to Grade 2, save that:

(i) an Employee at Grade 1, Year 7 who is being performance managed in accordance with clause 15 at the commencement of this Agreement will not progress to Grade 2, in which case Appendix 4, Section B, subclause 3.4(b) applies (Appendix 4, Section C, subclause 2.3(b) in the case of a Radiation Therapy Technologist (Radiation Therapist));

(ii) an Employee may elect not to progress to Grade 2, including because they do not wish to perform Grade 2 duties, and they will notify their Employer in writing in which case Appendix 4, Section B, subclause 3.4(c)(ii) applies (Appendix 4, Section C, subclause 2.3(c)(ii) in the case of a Radiation Therapy Technologist (Radiation Therapist)) and the Employee will continue to receive their current base salary and have any future Agreement wage increases applied as outlined below:

	Current Rate	1 March 2022	1 March 2023	1 March 2024	1 March 2025
Employee who remains at old AHP1 Grade 1 Year 7	$1,602.30	$1,634.30	$1,667.00	$1,700.30	$1,734.30

PART C: DENTAL PROSTHETISTS TRANSLATION ARRANGEMENTS

Translation Arrangements – Transfer to AHP1

From the commencement of this Agreement, the Dental Prosthetist profession will be transferred to the AHP1 classification structure as follows:

(a) Existing Employees

In this subclause (a) of this Appendix 2 Part C, an Existing Employee is an employee classified as a Dental Prosthetist under the 2020 Agreement when this Agreement commences operation.

(iii) Translation

Existing Employees will translate to the AHP 1 structure **from the commencement of the Agreement** as follows:

Dental Prosthetist Year – AHP 2, pre-commencement of Agreement	AHP 1 Grade 1 Year – from commencement of Agreement	Translated rate – from commencement of Agreement (reflecting increase on FFPPOA 1 March 2022)
Year 1	Year 4	$1,488.40
Year 2	Year 5	$1,556.20
Year 3	Year 5*	$1,556.20

*Subject to subclause (a)(iii) of this Appendix 2 Part C below.

(iv) Payments applicable prior to translation

Existing Employees will receive those payments that are applicable from a date earlier than the commencement of the Agreement, including:

A. wage increases at clause 28;

B. patience in bargaining at clause 28A; and

C. top of band at clause 28B;

at the Dental Prosthetist AHP2 rate that applied to them at the relevant date.

(v) Existing Year 3 Employees – progression to Grade 2

An Existing Employee who was at Dental Prosthetist Year 3 when the Agreement comes into operation:

A. for less than 12 months will, following translation, progress to AHP1 Grade 2 on that Employee's next anniversary date after the Agreement comes into operation in accordance with Appendix 4, Section B, clause 3.4; or

B. for at least 12 months will progress to AHP1 Grade 2 when the Agreement comes into operation except as provided at Appendix 2, Part B, subclause (e).

(vi) Existing Employees – other Grades

A. Within three (3) months of the Agreement commencing operation, Employers who employ Existing Employees will review the work they perform to determine whether the Existing Employee performs work consistent with a higher Grade and, if so, will reclassify the Existing Employee to that Grade effective from the date the Agreement commences operation.

B. Employers will advise each Existing Employee in writing of the outcome of that review.

(f) New Employees

In this subclause (b) of this Appendix 2 Part C, a New Employee is one who commenced employment with an Employer covered by this Agreement after the Agreement came into operation.

(i) AHP1 structure applies

A New Employee will be subject to the AHP1 structure upon commencement of employment.

(g) Translation – duties

The restrictions at Appendix 4, Part B subclauses 3.3 and 4.3 will only apply from the first anniversary after this Agreement comes into operation.

PART D: AHP2 WAGE RATES

CLASSIFICATION	YEAR	1-JUL-20 (CURRENT)	1-MAR-22	1-MAR-23	1-MAR-24	1-MAR-25
AHP2 CLASSIFICATIONS						
BIOMEDICAL TECHNOLOGIST						
Grade 1	1	$1,149.50	$1,172.50	$1,196.00	$1,219.90	$1,244.30
	2	$1,171.30	$1,194.70	$1,218.60	$1,243.00	$1,267.90
	3	$1,186.00	$1,209.70	$1,233.90	$1,258.60	$1,283.80
	4	$1,242.90	$1,267.80	$1,293.20	$1,319.10	$1,345.50
Grade 2	1	$1,240.90	$1,265.70	$1,291.00	$1,316.80	$1,343.10
	2	$1,294.10	$1,320.00	$1,346.40	$1,373.30	$1,400.80
	3	$1,368.80	$1,396.20	$1,424.10	$1,452.60	$1,481.70
	4	$1,386.90	$1,414.60	$1,442.90	$1,471.80	$1,501.20
	5	$1,449.10	$1,478.10	$1,507.70	$1,537.90	$1,568.70
Grade 3	1	$1,423.60	$1,467.60*	$1,497.00	$1,526.90	$1,557.40
	2	$1,478.40	$1,508.60*	$1,538.80	$1,569.60	$1,601.00
	3	$1,533.40	$1,564.10	$1,595.40	$1,627.30	$1,659.80
	4	$1,626.60	$1,669.00*	$1,702.40	$1,736.40	$1,771.10
Grade 4	1	$1,624.50	$1,657.00	$1,690.10	$1,723.90	$1,758.40
	2	$1,680.20	$1,713.80	$1,748.10	$1,783.10	$1,818.80
	3	$1,741.00	$1,775.80	$1,811.30	$1,847.50	$1,884.50
	4	$1,796.20	$1,832.10	$1,868.70	$1,906.10	$1,944.20
CHILD PSYCHOTHERAPIST						
Level 1	1	$1,167.60	$1,191.00	$1,214.80	$1,239.10	$1,263.90
	2	$1,218.60	$1,243.00	$1,267.90	$1,293.30	$1,319.20

CLASSIFICATION	YEAR	1-JUL-20 (CURRENT)	1-MAR-22	1-MAR-23	1-MAR-24	1-MAR-25
	3	$1,280.40	$1,306.00	$1,332.10	$1,358.70	$1,385.90
	4	$1,339.00	$1,365.80	$1,393.10	$1,421.00	$1,449.40
	5	$1,401.30	$1,429.30	$1,457.90	$1,487.10	$1,516.80
	6	$1,460.10	$1,489.30	$1,519.10	$1,549.50	$1,580.50
	7	$1,569.30	$1,600.70	$1,632.70	$1,665.40	$1,698.70
Level 2	1	$1,624.20	$1,656.70	$1,689.80	$1,723.60	$1,758.10
	2	$1,645.10	$1,678.00	$1,711.60	$1,745.80	$1,780.70
	3	$1,715.20	$1,749.50	$1,784.50	$1,820.20	$1,856.60
	4	$1,767.70	$1,803.10	$1,839.20	$1,876.00	$1,913.50
	5	$1,830.70	$1,867.30	$1,904.60	$1,942.70	$1,981.60
Level 3	1	$1,862.40	$1,899.60	$1,937.60	$1,976.40	$2,015.90
	2	$1,930.70	$1,969.30	$2,008.70	$2,048.90	$2,089.90
	3	$2,039.60	$2,080.40	$2,122.00	$2,164.40	$2,207.70
Level 4	1	$2,079.60	$2,121.20	$2,163.60	$2,206.90	$2,251.00
	2	$2,156.10	$2,199.20	$2,243.20	$2,288.10	$2,333.90
	3	$2,258.00	$2,303.20	$2,349.30	$2,396.30	$2,444.20
CLIENT ADVISOR/REHABILITATION CONSULTANT						
Grade 1	1	$1,454.00	$1,483.10	$1,512.80	$1,543.10	$1,574.00
	2	$1,485.00	$1,514.70	$1,545.00	$1,575.90	$1,607.40
	3	$1,519.10	$1,549.50	$1,580.50	$1,612.10	$1,644.30
	4	$1,585.70	$1,617.40	$1,649.70	$1,682.70	$1,716.40
	5	$1,616.80	$1,649.10	$1,682.10	$1,715.70	$1,750.00
	6	$1,686.20	$1,719.90	$1,754.30	$1,789.40	$1,825.20
Grade 2	1	$1,734.70	$1,769.40	$1,804.80	$1,840.90	$1,877.70
	2	$1,776.50	$1,812.00	$1,848.20	$1,885.20	$1,922.90

CLASSIFICATION	YEAR	1-JUL-20 (CURRENT)	1-MAR-22	1-MAR-23	1-MAR-24	1-MAR-25
	3	$1,819.90	$1,856.30	$1,893.40	$1,931.30	$1,969.90
	5	$1,882.90	$1,920.60	$1,959.00	$1,998.20	$2,038.20
Grade 3	1	$1,927.80	$1,966.40	$2,005.70	$2,045.80	$2,086.70
	2	$1,969.00	$2,008.40	$2,048.60	$2,089.60	$2,131.40
	3	$2,052.20	$2,093.20	$2,135.10	$2,177.80	$2,221.40
Grade 4	1	$2,194.40	$2,238.30	$2,283.10	$2,328.80	$2,375.40
	2	$2,268.60	$2,314.00	$2,360.30	$2,407.50	$2,455.70
	3	$2,344.30	$2,391.20	$2,439.00	$2,487.80	$2,537.60
COMMUNITY DEVELOPMENT WORKER						
Class 1	1	$1,116.40	$1,138.70	$1,161.50	$1,184.70	$1,208.40
	2	$1,160.70	$1,183.90	$1,207.60	$1,231.80	$1,256.40
	3	$1,205.00	$1,229.10	$1,253.70	$1,278.80	$1,304.40
	4	$1,288.00	$1,313.80	$1,340.10	$1,366.90	$1,394.20
Class 2A	1	$1,199.80	$1,223.80	$1,248.30	$1,273.30	$1,298.80
	2	$1,220.20	$1,244.60	$1,269.50	$1,294.90	$1,320.80
	3	$1,266.70	$1,292.00	$1,317.80	$1,344.20	$1,371.10
	4	$1,317.10	$1,343.40	$1,370.30	$1,397.70	$1,425.70
	5	$1,343.40	$1,370.30	$1,397.70	$1,425.70	$1,454.20
	6	$1,390.30	$1,418.10	$1,446.50	$1,475.40	$1,504.90
	7	$1,410.40	$1,438.60	$1,467.40	$1,496.70	$1,526.60
	8	$1,482.40	$1,512.00	$1,542.20	$1,573.00	$1,604.50
	9	$1,529.30	$1,559.90	$1,591.10	$1,622.90	$1,655.40
	10	$1,576.20	$1,607.70	$1,639.90	$1,672.70	$1,706.20
	11	$1,638.50	$1,671.30	$1,704.70	$1,738.80	$1,773.60

CLASSIFICATION	YEAR	1-JUL-20 (CURRENT)	1-MAR-22	1-MAR-23	1-MAR-24	1-MAR-25
Class 2AB (for those who translate to Award HP Level 2 – see **Appendix 4 Section E subclause 4.8** for translation table**)**	1	$1,199.80	$1,257.30*	$1,282.40	$1,308.00	$1,334.20
	2	$1,220.20	$1,303.00*	$1,329.10	$1,355.70	$1,382.80
	3	$1,266.70	$1,352.70*	$1,379.80	$1,407.40	$1,435.50
	4	$1,317.10	$1,406.50*	$1,434.60	$1,463.30	$1,492.60
	5	$1,343.40	$1,407.20*	$1,435.30	$1,464.00	$1,493.30
	6	$1,390.30	$1,418.10	$1,446.50	$1,475.40	$1,504.90
	7	$1,410.40	$1,438.60	$1,467.40	$1,496.70	$1,526.60
	8	$1,482.40	$1,512.00	$1,542.20	$1,573.00	$1,604.50
	9	$1,529.30	$1,559.90	$1,591.10	$1,622.90	$1,655.40
	10	$1,576.20	$1,607.70	$1,639.90	$1,672.70	$1,706.20
	11	$1,638.50	$1,671.30	$1,704.70	$1,738.80	$1,773.60
Class 2B	1	$1,482.40	$1,512.00	$1,542.20	$1,573.00	$1,604.50
	2	$1,529.30	$1,559.90	$1,591.10	$1,622.90	$1,655.40
	3	$1,576.20	$1,607.70	$1,639.90	$1,672.70	$1,706.20
	4	$1,623.60	$1,656.10	$1,689.20	$1,723.00	$1,757.50
	5	$1,668.30	$1,701.70	$1,735.70	$1,770.40	$1,805.80
	6	$1,717.30	$1,751.60	$1,786.60	$1,822.30	$1,858.70
	7	$1,780.30	$1,815.90	$1,852.20	$1,889.20	$1,927.00
Class 3	1	$1,623.60	$1,664.20	$1,697.50	$1,731.50	$1,766.10
	2	$1,668.30	$1,710.00	$1,744.20	$1,779.10	$1,814.70
	3	$1,717.30	$1,760.20	$1,795.40	$1,831.30	$1,867.90
	4	$1,780.30	$1,824.80	$1,861.30	$1,898.50	$1,936.50
DENTAL PROSTHETIST						
Grade 1	1	$1,460.70	$1,489.90	N/A - translate to AHP1 (see **Appendix 2 Part C** for translation table)		
	2	$1,470.30	$1,499.70			

CLASSIFICATION	YEAR	1-JUL-20 (CURRENT)	1-MAR-22	1-MAR-23	1-MAR-24	1-MAR-25
	3	$1,521.80	$1,552.20			
DENTAL TECHNICIANS						
Apprentice	1	$534.10	$544.80	$555.70	$566.80	$578.10
	2	$664.70	$678.00	$691.60	$705.40	$719.50
	3	$803.80	$819.90	$836.30	$853.00	$870.10
	4	$975.70	$995.20	$1,015.10	$1,035.40	$1,056.10
Level 1	1	$1,116.00	$1,138.30	$1,161.10	$1,184.30	$1,208.00
	2	$1,127.50	$1,150.10	$1,173.10	$1,196.60	$1,220.50
	3	$1,177.70	$1,201.30	$1,225.30	$1,249.80	$1,274.80
Level 2	1	$1,242.10	$1,266.90	$1,292.20	$1,318.00	$1,344.40
	2	$1,261.80	$1,287.00	$1,312.70	$1,339.00	$1,365.80
	3	$1,275.00	$1,300.50	$1,326.50	$1,353.00	$1,380.10
	4	$1,337.30	$1,364.00	$1,391.30	$1,419.10	$1,447.50
Level 3	1	$1,427.20	$1,455.70	$1,484.80	$1,514.50	$1,544.80
	2	$1,436.40	$1,465.10	$1,494.40	$1,524.30	$1,554.80
	3	$1,488.30	$1,518.10	$1,548.50	$1,579.50	$1,611.10
Dental Laboratory Manager	1	$1,613.10	$1,645.40	$1,678.30	$1,711.90	$1,746.10
	2	$1,622.40	$1,654.80	$1,687.90	$1,721.70	$1,756.10
	3	$1,674.00	$1,707.50	$1,741.70	$1,776.50	$1,812.00
MECHANICAL OFFICERS						
Grade 1	1	$1,569.60	$1,601.00	$1,633.00	$1,665.70	$1,699.00
	2	$1,664.30	$1,697.60	$1,731.60	$1,766.20	$1,801.50
Grade 2	1	$1,680.30	$1,713.90	$1,748.20	$1,783.20	$1,818.90
	2	$1,721.80	$1,756.20	$1,791.30	$1,827.10	$1,863.60
	3	$1,784.50	$1,820.20	$1,856.60	$1,893.70	$1,931.60

CLASSIFICATION	YEAR	1-JUL-20 (CURRENT)	1-MAR-22	1-MAR-23	1-MAR-24	1-MAR-25
	4	$1,879.90	$1,917.50	$1,955.90	$1,995.00	$2,034.90
Deputy Chief (Grade 3)	1	$1,933.00	$1,971.70	$2,011.10	$2,051.30	$2,092.30
	2	$2,029.90	$2,070.50	$2,111.90	$2,154.10	$2,197.20
Chief (Grade 4)	1	$2,232.70	$2,277.40	$2,322.90	$2,369.40	$2,416.80
MEDICAL LABORATORY TECHNICIAN						
Trainee	1	$651.30	$664.30	$677.60	$691.20	$705.00
	2	$749.00	$764.00	$779.30	$794.90	$810.80
	3	$895.50	$913.40	$931.70	$950.30	$969.30
	4	$1,080.80	$1,102.40	$1,124.40	$1,146.90	$1,169.80
Attendant Trainee	1	$983.10	$1,002.80	$1,022.90	$1,043.40	$1,064.30
Grade 1	1	$1,051.90	$1,072.90	$1,094.40	$1,116.30	$1,138.60
	2	$1,096.00	$1,117.90	$1,140.30	$1,163.10	$1,186.40
	3	$1,139.90	$1,162.70	$1,186.00	$1,209.70	$1,233.90
	4	$1,175.50	$1,199.00	$1,223.00	$1,247.50	$1,272.50
	5	$1,211.10	$1,235.30	$1,260.00	$1,285.20	$1,310.90
	6	$1,246.70	$1,271.60	$1,297.00	$1,322.90	$1,349.40
	7	$1,282.20	$1,307.80	$1,334.00	$1,360.70	$1,387.90
	8	$1,356.40	$1,383.50	$1,411.20	$1,439.40	$1,468.20
Grade 2	1	$1,317.70	$1,344.10	$1,371.00	$1,398.40	$1,426.40
	2	$1,365.40	$1,392.70	$1,420.60	$1,449.00	$1,478.00
	3	$1,412.80	$1,441.10	$1,469.90	$1,499.30	$1,529.30
	4	$1,457.70	$1,486.90	$1,516.60	$1,546.90	$1,577.80
	5	$1,519.80	$1,550.20	$1,581.20	$1,612.80	$1,645.10

CLASSIFICATION	YEAR	1-JUL-20 (CURRENT)	1-MAR-22	1-MAR-23	1-MAR-24	1-MAR-25
RADIATION ENGINEER						
Radiation Imaging Technician (Grade 1)	-	$1,240.60	$1,265.40	$1,290.70	$1,316.50	$1,342.80
Grade 1	1	$1,477.50	$1,507.10	$1,537.20	$1,567.90	$1,599.30
	2	$1,544.40	$1,575.30	$1,606.80	$1,638.90	$1,671.70
Grade 2	1	$1,595.50	$1,627.40	$1,659.90	$1,693.10	$1,727.00
	2	$1,644.30	$1,677.20	$1,710.70	$1,744.90	$1,779.80
	3	$1,720.20	$1,754.60	$1,789.70	$1,825.50	$1,862.00
	4	$1,803.80	$1,839.90	$1,876.70	$1,914.20	$1,952.50
Grade 3	1	$1,919.80	$1,958.20	$1,997.40	$2,037.30	$2,078.00
	2	$1,985.80	$2,025.50	$2,066.00	$2,107.30	$2,149.40
	3	$2,039.00	$2,079.80	$2,121.40	$2,163.80	$2,207.10
	4	$2,151.50	$2,194.50	$2,238.40	$2,283.20	$2,328.90
Grade 4	1	$2,291.30	$2,337.10	$2,383.80	$2,431.50	$2,480.10
	2	$2,348.60	$2,395.60	$2,443.50	$2,492.40	$2,542.20
	3	$2,407.30	$2,455.40	$2,504.50	$2,554.60	$2,605.70
Deputy Chief	1	$2,648.10	$2,701.10	$2,755.10	$2,810.20	$2,866.40
	2	$2,648.10	$2,701.10	$2,755.10	$2,810.20	$2,866.40
	3	$2,714.30	$2,768.60	$2,824.00	$2,880.50	$2,938.10
	4	$2,714.30	$2,768.60	$2,824.00	$2,880.50	$2,938.10
Chief	-	$2,985.70	$3,045.40	$3,106.30	$3,168.40	$3,231.80
RENAL DIALYSIS (CLINICAL RENAL PHYSIOLOGIST)/MEDICAL TECHNICIAN						
Grade 1 Renal Dialysis (Clinical Renal Physiologist)/Medical Technician	1	$1,051.90	$1,072.90	$1,094.40	$1,116.30	$1,138.60
	2	$1,095.90	$1,117.80	$1,140.20	$1,163.00	$1,186.30
	3	$1,113.30	$1,135.60	$1,158.30	$1,181.50	$1,205.10

CLASSIFICATION	YEAR	1-JUL-20 (CURRENT)	1-MAR-22	1-MAR-23	1-MAR-24	1-MAR-25
	4	$1,130.80	$1,153.40	$1,176.50	$1,200.00	$1,224.00
	5	$1,160.50	$1,183.70	$1,207.40	$1,231.50	$1,256.10
	6	$1,224.90	$1,249.40	$1,274.40	$1,299.90	$1,325.90
Grade 2 Renal Dialysis (Clinical Renal Physiologist)	1	$1,216.80	$1,241.10	$1,265.90	$1,291.20	$1,317.00
	2	$1,280.70	$1,306.30	$1,332.40	$1,359.00	$1,386.20
	3	$1,352.40	$1,379.40	$1,407.00	$1,435.10	$1,463.80
	4	$1,414.60	$1,442.90	$1,471.80	$1,501.20	$1,531.20
RESEARCH TECHNOLOGISTS (RESEARCH SCIENTISTS) - PETER MACCALLUM ONLY						
Trainee - Part-time student						
1st Year of course	-	$655.25	$668.40	$681.70	$695.40	$709.30
2nd Year of course	-	$786.30	$802.00	$818.00	$834.40	$851.10
3rd Year of course	-	$982.90	$1,002.50	$1,022.60	$1,043.00	$1,063.90
4th Year of course	-	$1,113.90	$1,136.20	$1,158.90	$1,182.10	$1,205.70
5th Year of course and thereafter	-	$1,179.50	$1,203.00	$1,227.10	$1,251.60	$1,276.70
Trainee - Full time student						
A trainee who is in their 1st year of their course	-	$655.25	$668.40	$681.70	$695.40	$709.30
A trainee who has not passed all of the subjects in the 1st year of their course	-	$786.30	$802.00	$818.00	$834.40	$851.10
A trainee who has passed all of the subjects in the 1st year of their course	-	$982.90	$1,002.50	$1,022.60	$1,043.00	$1,063.90
A trainee who has not passed all of the subjects in the 2nd year of their course	-	$1,113.90	$1,136.20	$1,158.90	$1,182.10	$1,205.70
A trainee who has passed all of the subjects in the 2nd year of their course, and thereafter	-	$1,179.50	$1,203.00	$1,227.10	$1,251.60	$1,276.70

CLASSIFICATION	YEAR	1-JUL-20 (CURRENT)	1-MAR-22	1-MAR-23	1-MAR-24	1-MAR-25
A trainee who has not passed all of the subjects of study in the 2nd year of the course who is now in their 3rd year of the course, and thereafter	-	$1,179.50	$1,203.00	$1,227.10	$1,251.60	$1,276.70
Adult Trainee - Minimum rate for adult trainee (full time and part-time student)	-	$1,048.40	$1,069.40	$1,090.70	$1,112.60	$1,134.80
Trainee - Minimum rate 20 years of age (full time and part-time student)	-	$760.10	$806.00*	$822.10	$838.60	$855.40
Trainee - Minimum rate 19 years of age (full time and part-time student)	-	$681.50	$716.50*	$730.80	$745.40	$760.30
Level A (1)						
RESEARCH ASSIST 1	-	$1,310.50	$1,336.70	$1,363.40	$1,390.70	$1,418.50
RESEARCH ASSIST 2	-	$1,372.50	$1,400.00	$1,428.00	$1,456.60	$1,485.70
RESEARCH ASSIST 3	-	$1,434.60	$1,463.30	$1,492.60	$1,522.50	$1,553.00
RESEARCH ASSIST 4	-	$1,485.10	$1,514.80	$1,545.10	$1,576.00	$1,607.50
RESEARCH ASSIST 5	-	$1,535.30	$1,566.00	$1,597.30	$1,629.20	$1,661.80
RESEARCH ASSIST 6 OFFR 1	-	$1,586.00	$1,617.70	$1,650.10	$1,683.10	$1,716.80
RESEARCH ASSIST 7 OFFR 2	-	$1,636.20	$1,668.90	$1,702.30	$1,736.30	$1,771.00
RESEARCH ASSIST 8 OFFR 3	-	$1,716.00	$1,750.30	$1,785.30	$1,821.00	$1,857.40
SNR RESEARCH ASST 1	-	$1,778.10	$1,813.70	$1,850.00	$1,887.00	$1,924.70
SNR RESEARCH ASST 2	-	$1,880.50	$1,918.10	$1,956.50	$1,995.60	$2,035.50
Level B (2)						
SNR RESEARCH OFFR 1	-	$1,778.10	$1,813.70	$1,850.00	$1,887.00	$1,924.70
SNR RESEARCH OFFR 2	-	$1,841.70	$1,878.50	$1,916.10	$1,954.40	$1,993.50
SNR RESEARCH OFFR 3	-	$1,906.10	$1,944.20	$1,983.10	$2,022.80	$2,063.30

CLASSIFICATION	YEAR	1-JUL-20 (CURRENT)	1-MAR-22	1-MAR-23	1-MAR-24	1-MAR-25
SNR RESEARCH OFFR 4/RES FELLOW 1	-	$1,969.90	$2,009.30	$2,049.50	$2,090.50	$2,132.30
SNR RESEARCH OFFR 4/RES FELLOW 2	-	$2,034.40	$2,075.10	$2,116.60	$2,158.90	$2,202.10
SNR RESEARCH OFFR 4/RES FELLOW 3	-	$2,098.60	$2,140.60	$2,183.40	$2,227.10	$2,271.60
SNR RESEARCH OFFR 7	-	$2,163.10	$2,206.40	$2,250.50	$2,295.50	$2,341.40
SNR RESEARCH OFFR 8	-	$2,227.00	$2,271.50	$2,316.90	$2,363.20	$2,410.50
Level C						
SNR RESEARCH FELLOW 1	-	$2,163.10	$2,206.40	$2,250.50	$2,295.50	$2,341.40
SNR RESEARCH FELLOW 2	-	$2,227.00	$2,271.50	$2,316.90	$2,363.20	$2,410.50
SNR RESEARCH FELLOW 3	-	$2,291.50	$2,337.30	$2,384.00	$2,431.70	$2,480.30
SNR RESEARCH FELLOW 4	-	$2,355.60	$2,402.70	$2,450.80	$2,499.80	$2,549.80
SNR RESEARCH FELLOW 5	-	$2,419.90	$2,468.30	$2,517.70	$2,568.10	$2,619.50
SNR RESEARCH FELLOW 6	-	$2,490.00	$2,539.80	$2,590.60	$2,642.40	$2,695.20
Level D						
PRINCIPAL SNR FELLOW 1	-	$2,612.40	$2,664.60	$2,717.90	$2,772.30	$2,827.70
PRINCIPAL SNR FELLOW 2	-	$2,698.50	$2,752.50	$2,807.60	$2,863.80	$2,921.10
PRINCIPAL SNR FELLOW 3	-	$2,784.10	$2,839.80	$2,896.60	$2,954.50	$3,013.60
PRINCIPAL SNR FELLOW 4	-	$2,841.90	$2,898.70	$2,956.70	$3,015.80	$3,076.10
Level E						
SNR PRINCIPAL RES FELLOW	-	$3,282.90	$3,348.60	$3,415.60	$3,483.90	$3,553.60
TECHNICAL OFFICER						
Grade 1	1	$1,149.50	$1,172.50	$1,196.00	$1,219.90	$1,244.30
	2	$1,171.30	$1,194.70	$1,218.60	$1,243.00	$1,267.90
	3	$1,186.00	$1,209.70	$1,233.90	$1,258.60	$1,283.80

CLASSIFICATION	YEAR	1-JUL-20 (CURRENT)	1-MAR-22	1-MAR-23	1-MAR-24	1-MAR-25
	4	$1,242.90	$1,267.80	$1,293.20	$1,319.10	$1,345.50
Grade 2	1	$1,240.90	$1,265.70	$1,291.00	$1,316.80	$1,343.10
	2	$1,294.10	$1,320.00	$1,346.40	$1,373.30	$1,400.80
	3	$1,368.80	$1,396.20	$1,424.10	$1,452.60	$1,481.70
	4	$1,386.90	$1,414.60	$1,442.90	$1,471.80	$1,501.20
	5	$1,449.10	$1,478.10	$1,507.70	$1,537.90	$1,568.70
Grade 3	1	$1,423.60	$1,452.10	$1,481.10	$1,510.70	$1,540.90
	2	$1,478.40	$1,508.00	$1,538.20	$1,569.00	$1,600.40
	3	$1,533.40	$1,564.10	$1,595.40	$1,627.30	$1,659.80
	4	$1,626.60	$1,659.10	$1,692.30	$1,726.10	$1,760.60
Grade 4	1	$1,624.50	$1,657.00	$1,690.10	$1,723.90	$1,758.40
	2	$1,680.20	$1,713.80	$1,748.10	$1,783.10	$1,818.80
	3	$1,741.00	$1,775.80	$1,811.30	$1,847.50	$1,884.50
	4	$1,834.90	$1,871.60	$1,909.00	$1,947.20	$1,986.10
WELFARE WORKER						
Unqualified	1	$898.90	$930.80*	$949.40	$968.40	$987.80
	2	$946.10	$965.00	$984.30	$1,004.00	$1,024.10
	3	$965.70	$985.00	$1,004.70	$1,024.80	$1,045.30
	4	$1,000.20	$1,020.20	$1,040.60	$1,061.40	$1,082.60
	5	$1,026.70	$1,047.20	$1,068.10	$1,089.50	$1,111.30
	6	$1,064.70	$1,086.00	$1,107.70	$1,129.90	$1,152.50
	7	$1,132.60	$1,155.30	$1,178.40	$1,202.00	$1,226.00
Class 1	1	$1,028.90	$1,049.50	$1,070.50	$1,091.90	$1,113.70
	2	$1,084.20	$1,105.90	$1,128.00	$1,150.60	$1,173.60
	3	$1,108.00	$1,130.20	$1,152.80	$1,175.90	$1,199.40

CLASSIFICATION	YEAR	1-JUL-20 (CURRENT)	1-MAR-22	1-MAR-23	1-MAR-24	1-MAR-25
	4	$1,148.10	$1,171.10	$1,194.50	$1,218.40	$1,242.80
	5	$1,179.50	$1,207.60*	$1,231.80	$1,256.40	$1,281.50
	6	$1,224.00	$1,250.40*	$1,275.40	$1,300.90	$1,326.90
	7	$1,297.20	$1,323.10	$1,349.60	$1,376.60	$1,404.10
Class 2	1	$1,194.90	$1,257.30*	$1,282.40	$1,308.00	$1,334.20
	2	$1,238.40	$1,303.00*	$1,329.10	$1,355.70	$1,382.80
	3	$1,285.60	$1,352.70*	$1,379.80	$1,407.40	$1,435.50
	4	$1,336.70	$1,406.50*	$1,434.60	$1,463.30	$1,492.60
	5	$1,363.60	$1,407.20*	$1,435.30	$1,464.00	$1,493.30
Class 2A	1	$1,394.70	$1,467.60*	$1,497.00	$1,526.90	$1,557.40
	2	$1,433.80	$1,508.60*	$1,538.80	$1,569.60	$1,601.00
	3	$1,464.70	$1,541.10*	$1,571.90	$1,603.30	$1,635.40
	4	$1,529.70	$1,609.50*	$1,641.70	$1,674.50	$1,708.00
	5	$1,586.20	$1,669.00*	$1,702.40	$1,736.40	$1,771.10
Class 3	1	$1,301.50	$1,327.50	$1,354.10	$1,381.20	$1,408.80
	2	$1,345.30	$1,372.20	$1,399.60	$1,427.60	$1,456.20
	3	$1,420.80	$1,449.20	$1,478.20	$1,507.80	$1,538.00
Class 3A	1	$1,408.40	$1,482.20*	$1,511.80	$1,542.00	$1,572.80
	2	$1,447.90	$1,523.70*	$1,554.20	$1,585.30	$1,617.00
	3	$1,479.10	$1,556.50*	$1,587.60	$1,619.40	$1,651.80
	4	$1,544.70	$1,625.60*	$1,658.10	$1,691.30	$1,725.10
	5	$1,601.80	$1,685.60*	$1,719.30	$1,753.70	$1,788.80
Class 4	1	$1,417.00	$1,445.30	$1,474.20	$1,503.70	$1,533.80
	2	$1,457.30	$1,486.40	$1,516.10	$1,546.40	$1,577.30

CLASSIFICATION	YEAR	1-JUL-20 (CURRENT)	1-MAR-22	1-MAR-23	1-MAR-24	1-MAR-25
	3	$1,533.30	$1,564.00	$1,595.30	$1,627.20	$1,659.70
Class 4A	1	$1,422.10	$1,496.90*	$1,526.80	$1,557.30	$1,588.40
	2	$1,461.90	$1,538.70*	$1,569.50	$1,600.90	$1,632.90
	3	$1,533.30	$1,571.90*	$1,603.30	$1,635.40	$1,668.10
	4	$1,559.70	$1,641.70*	$1,674.50	$1,708.00	$1,742.20
	5	$1,617.30	$1,702.30*	$1,736.30	$1,771.00	$1,806.40
YOUTH WORKER						
Class 1	1	$1,081.00	$1,102.60	$1,124.70	$1,147.20	$1,170.10
	2	$1,139.70	$1,162.50	$1,185.80	$1,209.50	$1,233.70
	3	$1,164.50	$1,187.80	$1,211.60	$1,235.80	$1,260.50
	4	$1,207.10	$1,231.20	$1,255.80	$1,280.90	$1,306.50
	5	$1,240.40	$1,265.20	$1,290.50	$1,316.30	$1,342.60
	6	$1,287.60	$1,313.40	$1,339.70	$1,366.50	$1,393.80
	7	$1,373.90	$1,401.40	$1,429.40	$1,458.00	$1,487.20
Class 2	1	$1,240.40	$1,265.20	$1,290.50	$1,316.30	$1,342.60
	2	$1,287.60	$1,313.40	$1,339.70	$1,366.50	$1,393.80
	3	$1,334.10	$1,360.80	$1,388.00	$1,415.80	$1,444.10
	4	$1,381.20	$1,408.80	$1,437.00	$1,465.70	$1,495.00
	5	$1,443.30	$1,472.20	$1,501.60	$1,531.60	$1,562.20
Class 2A	1	$1,394.70	$1,467.60*	$1,497.00	$1,526.90	$1,557.40
	2	$1,433.80	$1,508.60*	$1,538.80	$1,569.60	$1,601.00
	3	$1,464.70	$1,541.10*	$1,571.90	$1,603.30	$1,635.40
	4	$1,529.70	$1,609.50*	$1,641.70	$1,674.50	$1,708.00
	5	$1,586.20	$1,669.00*	$1,702.40	$1,736.40	$1,771.10
Class 3	1	$1,381.20	$1,408.80	$1,437.00	$1,465.70	$1,495.00

CLASSIFICATION	YEAR	1-JUL-20 (CURRENT)	1-MAR-22	1-MAR-23	1-MAR-24	1-MAR-25
	2	$1,428.20	$1,456.80	$1,485.90	$1,515.60	$1,545.90
	3	$1,506.10	$1,536.20	$1,566.90	$1,598.20	$1,630.20
Class 3A	1	$1,408.40	$1,482.20*	$1,511.80	$1,542.00	$1,572.80
	2	$1,447.90	$1,523.70*	$1,554.20	$1,585.30	$1,617.00
	3	$1,506.10	$1,556.50*	$1,587.60	$1,619.40	$1,651.80
	4	$1,544.70	$1,625.60*	$1,658.10	$1,691.30	$1,725.10
	5	$1,601.80	$1,685.60*	$1,719.30	$1,753.70	$1,788.80
Class 4	1	$1,504.80	$1,534.90	$1,565.60	$1,596.90	$1,628.80
	2	$1,547.80	$1,578.80	$1,610.40	$1,642.60	$1,675.50
	3	$1,626.60	$1,669.00*	$1,702.40	$1,736.40	$1,771.10

APPENDIX 3 – ALLOWANCES AND TOP OF BAND PAYMENT

PART A: ALLOWANCES

ALLOWANCE	1-JUL-20 (CURRENT)	1-MAR-22	COMMENCEMENT OF AGREEMENT	1-MAR-23	1-MAR-24	1-MAR-25
Shift Allowances (Clause 38 and Clause 39)						
AHP1 Classifications						
Morning Shift (excluding Interns and Grade 3 AHM)	$29.50	$30.10		$30.70	$31.30	$31.95
Afternoon Shift (excluding Interns and Grade 3 AHM)	$29.50	$30.10		$30.70	$31.30	$31.95
Morning/Afternoon Shift (Interns only - 8 hour shift or less)	$39.40	$40.20		$41.00	$41.80	$42.65
Morning/Afternoon Shift (Interns only - more than 8 hour shift)	$39.40	$40.20	$43.45	$44.30	$45.20	$46.10
Morning/Afternoon Shift (Grade 3 Year 1 & 2 AHM only)	$67.00	$68.35		$69.70	$71.10	$72.50
Morning/Afternoon Shift (Grade 3 Year 3B AHM only - 8 hour shift or less)	$67.00	$68.35		$69.70	$71.10	$72.50
Morning/Afternoon Shift (Grade 3 Year 4B AHM only - 8 hour shift or less)	$67.00	$68.35	$71.50	$72.95	$74.40	$75.90
Morning/Afternoon Shift (Grade 3 Year 3B & 4B AHM only - more than 8 hour shift)	$67.00	$68.35	$89.20	$91.00	$92.80	$94.65
Night Shift (excluding specific Grade 3 AHMs outlined below)	$67.20	$68.55	$81.05	$82.65	$84.30	$86.00
Night Shift (Grade 3 Year 3B & 4B AHMs only)	$67.20	$68.55	$89.20	$91.00	$92.80	$94.65
Permanent Night	$79.45	$81.05	N/A			
Change of Shift	$47.20	$48.10	$70.80	$72.20	$73.65	$75.10

ALLOWANCE	1-JUL-20 (CURRENT)	1-MAR-22	COMMENCEMENT OF AGREEMENT	1-MAR-23	1-MAR-24	1-MAR-25
AHP2 Classifications						
Biomedical Technologists and Technical Officers						
Morning Shift (excluding Biomedical Technologists)	$28.75	$29.30		$29.90	$30.50	$31.10
Afternoon Shift (excluding Biomedical Technologists)	$28.75	$29.30		$29.90	$30.50	$31.10
Morning/Afternoon Shift (Biomedical Technologists Only - 8 hour shift or less)	$43.00	$43.85	$52.30	$53.35	$54.40	$55.50
Morning/Afternoon Shift (Biomedical Technologists Only - more than 8 hour shift)	$43.00	$43.85	$65.35	$66.65	$68.00	$69.35
Night Shift	$67.20	$68.55	$81.05	$82.65	$84.30	$86.00
Permanent Night	$79.45	$81.05		N/A		
Change of Shift	$46.00	$46.90	$70.80	$72.20	$73.65	$75.10
Child Psychotherapists						
Morning Shift (8 hour shift or less)	$48.00	$48.95	$65.70	$67.00	$68.35	$69.70
Afternoon Shift (8 hour shift or less)	$48.00	$48.95	$65.70	$67.00	$68.35	$69.70
Morning/Afternoon Shift (more than 8 hour shift)	$48.00	$48.95	$82.10	$83.75	$85.45	$87.15
Night Shift	$67.20	$68.55	$82.10	$83.75	$85.45	$87.15
Permanent Night	$79.45	$81.05		N/A		
Change of Shift	$46.70	$47.65	$70.80	$72.20	$73.65	$75.10
Client Advisor/Rehabilitation Consultants						
Morning Shift (8 hour shift or less)	$36.35	$37.10	$47.20	$48.15	$49.10	$50.10
Afternoon Shift (8 hour shift or less)	$36.35	$37.10	$47.20	$48.15	$49.10	$50.10
Morning/Afternoon Shift (more than 8 hour shift)	$36.35	$37.10	$55.10	$56.20	$57.30	$58.45
Night Shift	$67.20	$68.55	$81.05	$82.65	$84.30	$86.00
Permanent Night	$79.45	$81.05		N/A		
Change of Shift	$58.15	$59.30	$70.80	$72.20	$73.65	$75.10

ALLOWANCE	1-JUL-20 (CURRENT)	1-MAR-22	COMMENCEMENT OF AGREEMENT	1-MAR-23	1-MAR-24	1-MAR-25
Community Development Workers						
Morning Shift (8 hour shift or less)	$52.00	$53.05		$54.10	$55.20	$56.30
Afternoon Shift (8 hour shift or less)	$52.00	$53.05		$54.10	$55.20	$56.30
Morning/Afternoon Shift (more than 8 hour shift)	$52.00	$53.05	$53.65	$54.70	$55.80	$56.90
Night Shift	$67.20	$68.55	$81.05	$82.65	$84.30	$86.00
Permanent Night	$79.45	$81.05		N/A		
Change of Shift	$46.45	$47.35	$70.80	$72.20	$73.65	$75.10
Dental Prosthetists						
Morning Shift	$36.50	$37.25	N/A - Translate to AHP1			
Afternoon Shift	$36.50	$37.25				
Night Shift	$67.20	$68.55				
Permanent Night	$79.45	$81.05				
Change of Shift	$58.45	$59.60				
Dental Technicians						
Morning Shift	$27.90	$28.45		$29.00	$29.60	$30.20
Afternoon Shift	$27.90	$28.45		$29.00	$29.60	$30.20
Night Shift	$67.20	$68.55	$81.05	$82.65	$84.30	$86.00
Permanent Night	$79.45	$81.05		N/A		
Change of Shift	$44.65	$45.55	$70.80	$72.20	$73.65	$75.10
Mechanical Officers						
Morning Shift	$39.25	$40.05		$40.85	$41.65	$42.50
Afternoon Shift	$39.25	$40.05		$40.85	$41.65	$42.50
Night Shift	$67.20	$68.55	$81.05	$82.65	$84.30	$86.00
Permanent Night	$79.45	$81.05		N/A		
Change of Shift	$62.80	$64.05	$70.80	$72.20	$73.65	$75.10

ALLOWANCE	1-JUL-20 (CURRENT)	1-MAR-22	COMMENCEMENT OF AGREEMENT	1-MAR-23	1-MAR-24	1-MAR-25
Medical Technicians and Medical Laboratory Technicians						
Morning Shift (excluding Med Lab Techs)	$26.30	$26.80		$27.35	$27.90	$28.45
Afternoon Shift (excluding Med Lab Techs)	$26.30	$26.80		$27.35	$27.90	$28.45
Morning/Afternoon Shift (Med Lab Techs only - 8 hour shift or less)	$26.30	$26.80	$34.75	$35.45	$36.15	$36.85
Morning/Afternoon Shift (Med Lab Techs only - more than 8 hour shift)	$26.30	$26.80	$43.40	$44.25	$45.15	$46.05
Night Shift	$67.20	$68.55	$81.05	$82.65	$84.30	$86.00
Permanent Night	$79.45	$81.05		N/A		
Change of Shift	$42.10	$42.90	$70.80	$72.20	$73.65	$75.10
Radiation Engineers						
Morning Shift	$36.95	$37.70		$38.45	$39.20	$40.00
Afternoon Shift	$36.95	$37.70		$38.45	$39.20	$40.00
Night Shift	$67.20	$68.55	$81.05	$82.65	$84.30	$86.00
Permanent Night	$79.45	$81.05		N/A		
Change of Shift	$59.10	$60.30	$70.80	$72.20	$73.65	$75.10
Renal Dialysis Technicians (Clinical Renal Physiologists)						
Morning Shift	$30.40	$31.05		$31.65	$32.30	$32.95
Afternoon Shift	$30.40	$31.05		$31.65	$32.30	$32.95
Night Shift	$67.20	$68.55	$81.05	$82.65	$84.30	$86.00
Permanent Night	$79.45	$81.05		N/A		
Change of Shift	$48.65	$49.65	$70.80	$72.20	$73.65	$75.10
Research Technologists (Research Scientists)						
Morning Shift	$32.75	$33.40		$34.05	$34.75	$35.45
Afternoon Shift	$32.75	$33.40		$34.05	$34.75	$35.45
Night Shift	$67.20	$68.55	$81.05	$82.65	$84.30	$86.00

ALLOWANCE	1-JUL-20 (CURRENT)	1-MAR-22	COMMENCEMENT OF AGREEMENT	1-MAR-23	1-MAR-24	1-MAR-25
Permanent Night	$79.45	$81.05		N/A		
Change of Shift	$52.40	$53.45	$70.80	$72.20	$73.65	$75.10
Welfare Worker						
Morning Shift (8 hour shift or less)	$53.20	$54.25		$55.35	$56.45	$57.60
Afternoon Shift (8 hour shift or less)	$53.20	$54.25		$55.35	$56.45	$57.60
Morning/Afternoon Shift (more than 8 hour shift)	$53.20	$54.25	$65.35	$66.65	$68.00	$69.35
Night Shift	$67.20	$68.55	$81.05	$82.65	$84.30	$86.00
Permanent Night	$79.45	$81.05		N/A		
Change of Shift	$41.15	$42.00	$70.80	$72.20	$73.65	$75.10
Youth Worker						
Morning Shift (8 hour shift or less)	$53.20	$54.25		$55.35	$56.45	$57.60
Afternoon Shift (8 hour shift or less)	$53.20	$54.25		$55.35	$56.45	$57.60
Morning/Afternoon Shift (more than 8 hour shift)	$53.20	$54.25	$65.35	$66.65	$68.00	$69.35
Night Shift	$67.20	$68.55	$81.05	$82.65	$84.30	$86.00
Permanent Night	$79.45	$81.05		N/A		
Change of Shift	$43.25	$44.10	$70.80	$72.20	$73.65	$75.10
OTHER						
Sole Allowance (Clause 34)	$59.00	$60.16		$61.36	$62.59	$63.84
Higher Qualification Allowance (Clause 35)						
Post Graduate Qualification - 7.5% of AHP1, Grade 1, Year 3	$98.85	$100.81	Post Graduate Qualification - 7.5% of AHP1, Grade 1, Year 2	$102.83	$104.88	$106.98
Doctorate - 10% of AHP1, Grade 1, Year 3	$131.80	$134.41	Doctorate - 10% of AHP1, Grade 1, Year 2	$137.10	$139.84	$142.64
On Call Allowance (Clause 36)						

ALLOWANCE	1-JUL-20 (CURRENT)	1-MAR-22	COMMENCEMENT OF AGREEMENT	1-MAR-23	1-MAR-24	1-MAR-25
Weekday - 2.5% of AHP1 Grade 1, Year 2	$31.35	$31.98	Weekday - 2.5% of AHP1 Grade 1, Year 1	$32.62	$33.27	$33.94
Weekends and Public Holidays - 5% of AHP1 Grade 1, Year 2	$62.70	$63.96	Weekends and Public Holidays - 5% of AHP1 Grade 1, Year 1	$65.24	$66.55	$67.88
CATT on-call (Clause 54)	$118.45	$120.82		$123.24	$125.70	$128.21
Meal Allowance (Clause 36)	$15.28	$15.59		$15.90	$16.22	$16.54
Sleepover Allowance (Clause 40)						
Social Workers	$58.65	$59.82	N/A - removed from Agreement. See subclause 47.7 for applicable payment.			
Community Development Workers	$58.65	$59.82				
Youth Workers	$58.65	$59.82				
Welfare Workers	$65.50	$66.81				
All other Employees	$60.65	$61.86				
Working Away from Home Allowance (Clause 43)						
Weekday - 2.5% of AHP1 Grade 1, Year 2	$31.35	$31.98	Weekday - 2.5% of AHP1 Grade 1, Year 1	$32.62	$33.27	$33.94
Weekends and Public Holidays - 5% of AHP1 Grade 1, Year 2	$62.70	$63.96	Weekends and Public Holidays - 5% of AHP1 Grade 1, Year 1	$65.24	$66.55	$67.88
Uniform Allowance (Clause 44)						
Per Day	$1.85	$1.89		$1.92	$1.96	$2.00
Per Week	$9.27	$9.46		$9.64	$9.84	$10.03
Laundry Allowance (Clause 44)						
Per Day	$0.44	$0.45		$0.46	$0.47	$0.48
Per Week	$2.20	$2.24		$2.29	$2.33	$2.38
Lead Apron (from 7 July 2022) (Clause 44A)	N/A		$8.16	$8.32	$8.49	$8.66
Supervisors Allowance* (Clause 46) **Medical Tech/Renal Dialysis Tech (Clinical Renal Physiologist) Only*	$84.80	$86.51		$88.24	$90.00	$91.80

ALLOWANCE	1-JUL-20 (CURRENT)	1-MAR-22	COMMENCEMENT OF AGREEMENT	1-MAR-23	1-MAR-24	1-MAR-25
Change of Roster (Clause 50)						
2.5% of AHP1 Grade 1, Year 2	N/A		$33.60	$34.28	$34.96	$35.66
Maximum Leave Loading (Clause 59)						
Weekly Salary Exceeds	$1,850.10	$1,887.10		$1,924.80	$1,963.30	$2,002.60
Loading Amount	$1,295.10	$1,651.20		$1,684.20	$1,717.90	$1,752.30

PART B: TOP OF BAND PAYMENTS

Classification	Year	1-MAR-22	1-MAR-23	1-MAR-24	1-MAR-25
AHP1 CLASSIFICATIONS					
GENERAL AHP1 CLASSIFICATIONS ONLY					
Grade 2	4	$294.02	$299.90	$305.89	$312.01
Grade 3A	4	$311.31	$317.53	$323.88	$330.36
Grade 3	4 (not applicable to Allied Health Managers)	$337.26	$344.00	$350.88	$357.90
	4B (only applies to Allied Health Managers)	$356.07	$363.19	$370.45	$377.86
Grade 5	-	$444.33	$453.21	$462.27	$471.51
Grade 6	-	$482.48	$492.13	$501.97	$512.01
Grade 7	-	$539.51	$550.30	$561.31	$572.54
RADIATION THERAPY TECHNOLOGIST (RADIATION THERAPIST) ONLY					
Grade 2	5	$294.02	N/A		
Grade 2	4	N/A	$299.90	$305.89	$312.01
Grade 3A	4	$311.31	$317.53	$323.88	$330.36
Grade 3	4	$337.26	$344.00	$350.88	$357.90
Grade 5	Level 1	$433.96	$442.64	$451.49	$460.52
Grade 5	Level 2	$444.34	$453.23	$462.30	$471.54
Grade 6	Level 1	$471.12	$480.54	$490.14	$499.95
Grade 6	Level 2	$497.88	$507.85	$518.00	$528.36

Grade 7	Level 1	$532.77	$543.42	$554.29	$565.38
Grade 7	Level 2	$567.60	$578.96	$590.53	$602.34
SONOGRAPHER ONLY					
Grade 2	3	$267.51	$272.86	$278.32	$283.89
Grade 3	4	$337.26	$344.00	$350.88	$357.90
Grade 5	-	$444.33	$453.21	$462.27	$471.51
Grade 6	-	$482.48	$492.13	$501.97	$512.01
Grade 7	-	$539.51	$550.30	$561.31	$572.54
AHP2 CLASSIFICATIONS					
BIOMEDICAL TECHNOLOGIST					
Grade 1	4	$198.31	$202.28	$206.33	$210.46
Grade 2	5	$231.20	$235.83	$240.56	$245.38
Grade 3	4	$261.06	$266.29	$271.61	$277.04
Grade 4	4	$286.58	$292.30	$298.15	$304.11
CHILD PSYCHOTHERAPIST					
Level 1	7	$250.38	$255.39	$260.50	$265.71
Level 2	5	$292.08	$297.92	$303.88	$309.96
Level 3	3	$325.42	$331.92	$338.56	$345.33
Level 4	3	$360.27	$367.48	$374.83	$382.32
CLIENT ADVISOR/REHABILITATION CONSULTANT					
Grade 1	6	$269.03	$274.41	$279.90	$285.50
Grade 2	4	$300.42	$306.43	$312.56	$318.82
Grade 3	3	$327.42	$333.97	$340.65	$347.47
Grade 4	3	$374.03	$381.51	$389.14	$396.93
COMMUNITY DEVELOPMENT WORKER					
Class 1	4	$205.50	$209.62	$213.81	$218.08

Class 2A	11	$261.42	$266.65	$271.98	$277.43
Class 2AB (for those who translate to Award HP Level 2)	11	$261.42	$266.65	$271.98	$277.43
Class 2B	7	$284.04	$289.72	$295.51	$301.42
Class 3	4	$285.44	$291.14	$296.96	$302.91
DENTAL PROSTHETIST					
Grade 1	3	$242.80	N/A - Translate to AHP1 from commencement of Agreement		
DENTAL TECHNICIANS					
Level 1	3	$187.91	$191.66	$195.49	$199.40
Level 2	4	$213.36	$217.63	$221.98	$226.42
Level 3	3	$237.46	$242.22	$247.07	$252.01
Dental Laboratory Manager	3	$267.09	$272.44	$277.88	$283.43
MECHANICAL OFFICERS					
Grade 1	2	$265.54	$270.86	$276.27	$281.79
Grade 2	4	$299.94	$305.94	$312.06	$318.30
Deputy Chief (Grade 3)	2	$323.87	$330.34	$336.94	$343.69
Chief (Grade 4)	1	$356.23	$363.35	$370.62	$378.04
MEDICAL LABORATORY TECHNICIAN					
Grade 1	8	$216.41	$220.74	$225.15	$229.66
Grade 2	5	$242.48	$247.33	$252.27	$257.33
RADIATION ENGINEER					
Radiation Imaging Technician (Grade 1)	-	$197.93	$201.89	$205.93	$210.04
Grade 1	2	$246.41	$251.34	$256.36	$261.49
Grade 2	4	$287.80	$293.55	$299.42	$305.41
Grade 3	4	$343.26	$350.13	$357.14	$364.29
Grade 4	3	$384.07	$391.75	$399.59	$407.58

Deputy Chief	4	$433.06	$441.73	$450.57	$459.58
Chief	-	$476.36	$485.89	$495.60	$505.52
RENAL DIALYSIS (CLINICAL RENAL PHYSIOLOGIST)/MEDICAL TECHNICIAN					
Grade 1 Renal Dialysis (Clinical Renal Physiologist)/Medical Technician	6	$195.43	$199.34	$203.33	$207.40
Grade 2 Renal Dialysis (Clinical Renal Physiologist)	4	$225.70	$230.22	$234.82	$239.51
RESEARCH TECHNOLOGISTS (RESEARCH SCIENTISTS) - PETER MACCALLUM ONLY					
Level A (1)					
SNR RESEARCH ASST 2	-	$300.03	$306.04	$312.15	$318.15
Level B (2)					
SNR RESEARCH OFFR 8	-	$355.31	$362.41	$369.65	$377.05
Level C					
SNR RESEARCH FELLOW 6	-	$397.28	$405.22	$413.32	$421.58
Level D					
PRINCIPAL SNR FELLOW 4	-	$453.41	$462.49	$471.73	$481.16
Level E					
SNR PRINCIPAL RES FELLOW	-	$523.79	$534.27	$544.95	$555.85
TECHNICAL OFFICER					
Grade 1	4	$198.31	$202.28	$206.33	$210.46
Grade 2	5	$231.20	$235.83	$240.56	$245.38
Grade 3	4	$259.52	$264.71	$270.00	$275.39
Grade 4	4	$292.76	$298.61	$304.58	$310.67
WELFARE WORKER					
Unqualified	7	$180.71	$184.33	$188.02	$191.77
Class 1	7	$206.96	$211.10	$215.33	$219.63
Class 2	5	$220.11	$224.51	$229.00	$233.58
Class 2A	5	$261.06	$266.29	$271.61	$277.04

Class 3	3	$226.68	$231.22	$235.85	$240.57
Class 3A	5	$263.66	$268.93	$274.31	$279.80
Class 4	3	$244.64	$249.54	$254.53	$259.61
Class 4A	5	$266.27	$271.59	$277.02	$282.56
YOUTH WORKER					
Class 1	7	$219.21	$223.59	$228.06	$232.63
Class 2	5	$230.28	$234.88	$239.57	$244.36
Class 2A	5	$261.06	$266.29	$271.61	$277.04
Class 3	3	$240.29	$245.09	$249.99	$255.00
Class 3A	5	$263.66	$268.93	$274.31	$279.80
Class 4	3	$261.06	$266.29	$271.61	$277.04
PRESERVED CHIEF & DEPUTY CHIEF RATES					
Chief Grade 2 Year 2	-	$356.07	$363.19	$370.45	$377.86
Medical Imaging Technologist Deputy Chief Grade 2 Year 2	-	$346.05	$352.96	$360.02	$367.21

APPENDIX 4 – CLASSIFICATION DEFINITIONS

An Employer is not obliged to appoint to each Grade/Level/Class, subject to subclause 85.5(c). However, where an Employee meets the requirements of the Grade/Level/Class, the Employer will classify them at that Grade/Level/Class (see subclause 82.2 – Classification and Reclassification).

This Appendix is arranged as follows:

General

Section A – Definitions

Allied Health Professional (AHP1)

Section B – AHP1 Classification Descriptors – General

Section C – AHP1 Classification Descriptors – Radiation Therapy Technologist (Radiation Therapist)

Section D – AHP1 Classification Descriptors – Sonographer

Schedule 1 – Relevant entry requirements for AHP1 Classifications

Schedule 2 – Specific special knowledge or depth of experience examples

Schedule 3 – Health Information Manager (Medical Records Administrator) Specialty Area Examples

Schedule 4 – Advanced Practice Roles Grade 3 and 4

Allied Health Professional (AHP2)

Section E – AHP2 Classification Descriptors

SECTION A – DEFINITIONS

1. Definitions

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

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

102.9 **AHP1 Classification/s** means the following professions:

(a) Art Therapist;

(b) Cardiac Technologist (Cardiac Physiologist);

(c) Dental Prosthetist (from commencement of the Agreement);

(d) Exercise Physiologist;

(e) Health Information Manager (Medical Records Administrator);

(f) Health Promotion Officer (Health Promotion Practitioner) (from commencement of the Agreement);

(g) Medical Imaging Technologist (Radiographer);

(h) Medical Librarian;

(i) Music Therapist;

(j) Nuclear Medicine Technologist;

(k) Occupational Therapist;

(l) Orthoptist;

(m) Orthotist/Prosthetist;

(n) Photographer or Illustrator (Medical Photographer or Illustrator);

(o) Physiotherapist;

(p) Play Therapist (Child Life Therapist);

(q) Podiatrist;

(r) Radiation Therapy Technologist (Radiation Therapist);

(s) Recreation Therapist;

(t) Social Worker;

(u) Sonographer; and

(v) Speech Pathologist.

102.10 **AHP2 Classification/s** means the following professions:

(a) Biomedical Technologist;

(b) Child Psychotherapist;

(c) Client Advisor/Rehabilitation Consultant;

(d) Community Development Worker;

(e) Dental Prosthetist (until commencement of the Agreement);

(f) Dental Technician;

(g) Medical Laboratory Technician;

(h) Medical Technician;

(i) Renal Dialysis Technician (Clinical Renal Physiologist);

(j) Technical Officer;

(k) Welfare Worker;

(l) Youth Worker; and

(m) at the Peter MacCallum Cancer Institute only:

(i) Mechanical Officer;

(ii) Radiation Engineer; and

(iii) Research Technologist (Research Scientist).

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

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

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

102.14 **Health Promotion** means the planning, development, implementation and evaluation of Health Promotion policies and projects using a variety of strategies, including health education, mass media, community development and community engagement processes, advocacy and lobbying strategies, social marketing, health policy, and structural and environmental strategies. Workforce development and capacity building strategies are also important components of Health Promotion practice.

102.15 **Teach** students is the process of imparting theoretical professional knowledge, such as that provided by a Clinical Educator.

102.16 **Train** or **Training** is generally understood to be the process of imparting practical professional knowledge.

SECTION B – AHP1 CLASSIFICATION DESCRIPTORS – GENERAL

AHP1 Classifications – General

1. Application

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

102.17 Radiation Therapy Technologist (Radiation Therapist) (see Section C of this Appendix 4); and

102.18 Sonographer with respect to Grades 1, 2 and 3 only. The AHP1 Classification Descriptors – General for Grades 4, 5, 6 and 7 apply to Sonographers (see Section D of this Appendix 4 for the Sonographer Grades 1, 2 and 3, and an additional Grade 4 descriptor for Sonographers).

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

103.1 This classification applies to Medical Imaging Technologists (MIT) and Nuclear Medicine Technologists (NMT) only.

103.2 An Intern Medical Imaging Technologist or Nuclear Medicine Technologist is an employee who has provisional registration under the National Registration and Accreditation Scheme with the Medical Radiation Practice Board of Australia and is undertaking a clinical placement following the completion of their qualification.

104. Grade 1

Grade 1 – General Definition

104.1 A Grade 1 Employee is an employee who:

(a) has a relevant qualification for their profession and/or meets the entry requirements described at Schedule 1 of this Appendix 4;

(b) works on routine tasks within the scope of practice for their profession, consulting with a more experienced Employee when problems arise or when dealing with matters they are unfamiliar with; and

(c) is able to work with students.

104.2 This will generally be the entry level for new graduates.

104.3 A Grade 1 Employee cannot:

(a) supervise students;

(b) Train students;

(c) work shifts that would attract the night shift allowance; and/or

(d) be on-call.

104.4 AHP1 – Grade 1 to Grade 2 progression

(a) Progression on anniversary - general

(i) Except as provided at subclause 3.4(b) and 3.4(c) of this Appendix 4 Section B, an Employee will be reclassified to Grade 2 on the anniversary date of their commencement in Grade 1, Year 5, that is upon the completion of 12 months at Grade 1 Year 5.

(ii) An Employee who progresses to Grade 2 will, if required, undertake student supervision and Training and work independently for the purposes of undertaking night shift and on-call duties.

(b) Progression on anniversary – exception

An Employee as described at subclause 3.4(a) of this Appendix 4 Section B, may have their progression deferred where, subject to the Employer complying with subclause 14.8(hh), the Employee has been performance managed in accordance with subclause 15.3 for at least six (6) weeks immediately before the anniversary of their commencement at Grade 1, Year 5, save that:

(i) the Employee will be reclassified to Grade 2 immediately after the performance management ends as the Employee's performance has reached an acceptable standard. Average performance is not a reason to delay progression; and

(ii) an Employee whose reclassification to Grade 2 has been deferred may invoke the Dispute Resolution Procedure in clause 14. Except where otherwise agreed, if the resolution of the dispute results in reclassification being granted, the reclassification to Grade 2 will be backdated to the anniversary of the Employee's commencement at Grade 1, Year 5.

(c) Employee elects not to progress to Grade 2

(i) An Employee may notify the Employer in writing that they do not wish to be reclassified to Grade 2.

(ii) Such an Employee may at a later time give written notice to the Employer that they elect to be reclassified to Grade 2 and, where they have been classified at Grade 1 Year 5 for at least 12 months, the Employer will immediately reclassify the Employee to Grade 2, subject to subclause 3.4(b) of this Appendix 4 Section B.

(iii) The Employer must not direct, propose or suggest to an Employee that they elect not to be reclassified to Grade 2.

(d) No requirement for vacancy

(i) The movement of an Employee from Grade 1 to 2 does not rely on a vacancy or funding for the position but will be determined solely in accordance with this subclause 3.4 of this Appendix 4 Section B.

(ii) Notwithstanding the above, a Grade 1 may be reclassified as a Grade 2 by appointment or in accordance with clause 82 (Classification and Reclassification) prior to the anniversary date of their commencement in Grade 1, Year 5.

105. Grade 2

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

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

(i) supervising and Training students;

(ii) working shifts that would attract the night shift allowance;

(iii) being on-call;

(iv) supervising staff including clinical supervision of Grade 1 Employees;

(v) performing work which requires special knowledge or depth of experience. In the case of Cardiac Technologists (Cardiac Physiologist), Medical Librarians, Orthotists/Prosthetists, Physiotherapists, Podiatrists and Social Workers examples of areas in which such work may be performed are listed in Schedule 2 of this Appendix 4;

(vi) being required to take charge of a section of a department;

(vii) holding an equivalent position at a smaller establishment such as a day hospital/centre, nursing home or community health centre;

(viii) in the case of Health Information Manager (Medical Records Administrator) being responsible for clinical trial/data management at recognised trials including national and international trials; and/or

(ix) in the case of Play Therapist, research/case studies, and/or client and group program supervision and/or evaluation.

(b) A Grade 2 Employee also includes an employee who has progressed to Grade 2 from Grade 1 Year 5 in accordance with Appendix 4 Section B subclause 3.4 above, meaning they will, if required, undertake the duties in Appendix 4 Section B subclause 4.1(a) including student supervision and Training, and work independently for the purposes of undertaking night shift and on-call duties.

105.2 Grade 2 – Medical Imaging Technologist (Radiographer)

(a) A Grade 2 Medical Imaging Technologist (Radiographer) is an employee who is required to undertake additional responsibilities and/or who has additional experience who demonstrates a degree of competence and ability to work independently and without supervision which reflects a level of continuing education and/or practical expertise. Parameters for this position would include one (1) or more of the following:

(i) supervising students;

(ii) working shifts that would attract the night shift allowance;

(iii) being on-call;

(iv) a Medical Imaging Technologist (Radiographer) who is required to supervise other medical imaging staff including clinical supervision of Grade 1 Employees, and Train medical imaging students;

(v) a Medical Imaging Technologist (Radiographer) who is required to supervise a section of a department;

(vi) holds an equivalent position at a smaller establishment such as a day hospital/centre, nursing home or community health centre; or

(vii) a Medical Imaging Technologist (Radiographer) who can demonstrate extensive or special knowledge, experience and competence in any of the specialist modalities or areas of additional responsibilities such as computed tomography (CT), digital subtraction angiography (DSA), cardiac angiography, mammography, magnetic resonance imaging (MRI), picture archiving and communication systems (PACS), radiology information system (RIS) or quality assurance activities.

(b) A Grade 2 Medical Imaging Technologist (Radiographer) also includes an employee who has progressed to Grade 2 from Grade 1 Year 5 in accordance with Appendix 4 Section B subclause 3.4 above, meaning they will, if required, undertake the duties in Appendix 4 Section B subclause 4.2(a) including student supervision and Training and work independently for the purposes of undertaking night shift and on-call duties.

105.3 Grade 2 – General

A Grade 2 Employee cannot Teach students.

106. Grade 3

106.1 Grade 3 – General Definition

A Grade 3 Employee is an employee who:

(a) in addition to undertaking or having the ability to undertake the Grade 2 duties/responsibilities will:

(i) normally have at least seven (7) years' experience in the relevant profession; and

(ii) possesses specific knowledge in and works in an area of their profession (clinical, educational, research and/or managerial) recognised as requiring high levels of specialist knowledge;

(b) is an Allied Health Manager or Assistant Allied Health Manager as defined in subclause 1.4 or 1.5 of Section A of this Appendix 4 who meets the requirements of subclause 5.4(b)(i), (ii), (iii) or (iv) of Section B of this Appendix 4; and/or

(c) teaches under-graduate students, post graduate students and/or interns, primarily in a clinical setting.

In the case of a Health Information Manager (Medical Records Administrator), examples of specialised knowledge are at Schedule 3.

Note: The experience referred to at subclause 5.1(a)(i) of this Appendix 4 Section B is indicative and is not a requirement for an Employee to be classified at Grade 3. Nothing prevents the appointment of an Employee to Grade 3 with less than seven (7) years' experience and where an Employee meets the requirements to be classified at Grade 3, they must be classified at Grade 3 even if they do not have seven (7) years' experience.

106.2 Role function

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

(a) Clinical;

(b) Managerial;

(c) Education; and/or

(d) Research.

106.3 Clinical

(a) Indicative duties/responsibilities include:

(i) working in a clinical area of their profession that requires high levels of specialist knowledge;

(ii) clinical supervision of Grade 1 and Grade 2 Employees;

(iii) management of quality improvement;

(iv) acting on expert advisory committees;

(v) providing specialist advice to other Employees or staff in their profession/discipline or other disciplines including secondary consultation; and/or

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

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

106.4 Managerial

(a) Indicative duties/responsibilities include:

(i) administrative functions;

(ii) mentoring and/or managerial supervision of Employees;

(iii) advocating to more senior management on behalf of their team;

(iv) budget and/or human resource management; and/or

(v) being a manager of a team (discipline specific or multi-disciplinary) including in a community health setting or similar.

(b) A Grade 3 Employee whose duties are mostly within the Managerial area of expertise may be an:

(i) other than for Orthotists/Prosthetists, Allied Health Manager (as defined in subclause 1.4 of Section A of this Appendix 4) Grade 3 in charge of 1 to 14 Full-Time Employees and/or other staff not covered by this Agreement totalling 6 to 25 in number, save that:

A. an Allied Health Manager (as defined in subclause 1.4 of Section A of this Appendix 4) Grade 3 in charge of 6 to 14 Full-Time Employees and/or other staff not covered by this Agreement totalling 15 to 25 in number will commence at the Grade 3 Year 4B rate of pay;

(ii) for Orthotists/Prosthetists, Allied Health Manager (as defined in subclause 1.4 of Section A of this Appendix 4) Grade 3 in charge of 1 to 8 Full-Time Employees, save that:

A. an Orthotist/Prosthetist Allied Health Manager (as defined in subclause 1.4 of Section A of this Appendix 4) Grade 3 in charge of 4 to 8 Full-Time Employees will commence at the Grade 3 Year 4B rate of pay;

(iii) other than for Medical Imaging Technologists (Radiographers), Assistant Allied Health Manager (as defined in subclause 1.4 of Section A of this Appendix 4) Grade 3 required to assist and to deputise for an Allied Health Manager who is in charge of at least 6 Full-Time Employees and/or other staff not covered by this Agreement totalling at least 15 in number;

(iv) for Medical Imaging Technologists (Radiographers), Assistant Allied Health Manager (as defined in subclause 1.4 of Section A of this Appendix 4) required to assist and deputise for an Allied Health Manager who is in charge of 6 to 24 Full-Time Employees and/or other staff not covered by this Agreement totalling 15 to 27 in number, save that:

A. a Medical Imaging Technologist Assistant Allied Health Manager (as defined in subclause 1.4 of Section A of this Appendix 4) required to assist and deputise for an Allied Health Manager who is in charge of 15 to 24 Full-Time Employees and/or other staff not covered by this Agreement totalling 26 to 27 in number will commence at the Grade 3 Year 4B rate of pay; or

(v) other Grade 3 managerial role.

106.5 Education

(a) Indicative duties/responsibilities include:

(i) teaching under-graduate students, post graduate students and/or interns, primarily in a clinical setting;

(ii) lecturing in their clinical speciality;

(iii) providing education to staff from other professions;

(iv) coordination of student placements;

(v) assisting a Grade 4 Clinical Educator (if applicable);

(vi) in the case of a Cardiac Technologist (Cardiac Physiologist), Health Information Manager (Medical Records Administrator), Medical Imaging Technologist (Radiographer) and Nuclear Medicine Technologist, having a proven record in teaching; and/or

(vii) in the case of Medical Imaging Technologist (Radiographer), being a clinical educator in a department of less than 25.

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

106.6 Research

(a) Indicative duties/responsibilities include:

(i) research;

(ii) service development including new practice/s in the profession;

(iii) complex project planning and management;

(iv) contributing to the research program and mentoring staff;

(v) assisting a Grade 4 Researcher (if applicable); and/or

(vi) in the case of a Cardiac Technologist (Cardiac Physiologist), Health Information Manager (Medical Records Administrator), Medical Imaging Technologist (Radiographer) and Nuclear Medicine Technologist, having a proven record in research.

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

107. Grade 4

107.1 Grade 4 – General Definition

A Grade 4 Employee is an employee who:

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

(i) would normally have at least 10 years' experience in the relevant profession; and

(ii) holds significant educational, administrative, managerial, research and/or clinical responsibilities; or

(b) is an Allied Health Manager or Assistant Allied Health Manager as defined in subclause 1.4 or 1.5 of Section A of this Appendix 4 and meets the requirements of subclause 6.4(b)(i), (ii) or (iii) of Section B of this Appendix 4.

Note: The experience referred to at subclause 6.1(a)(i) of this Appendix 4 Section B is indicative and is not a requirement for an Employee to be classified at Grade 4. Nothing prevents the appointment of an Employee to Grade 4 with less than 10 years' experience and where an Employee meets the requirements to be classified at Grade 4, they must be classified at Grade 4 even if they do not have 10 years' experience.

107.2 Role function

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

(a) Clinical;

(b) Managerial;

(c) Education; and/or

(d) Research.

107.3 Clinical

(a) Indicative duties/responsibilities include:

(i) being at a supervisory level in one (1) or more clinical areas of their profession;

(ii) being a specialist in a clinical area of their profession which requires extensive specialised knowledge and performance;

(iii) mentoring and/or professional supervision of other Employees;

(iv) having higher academic achievements, such as a post-graduate qualification;

(v) performing an Advanced Practice role (as defined in clause 1 of Schedule 4 of this Appendix 4) within the level of responsibility appropriate for a Grade 4 Employee as described at Schedule 4 of this Appendix 4;

(vi) clinical leadership for a team or stream of care; and/or

(vii) in the case of a Medical Imaging Technologist (Radiographer) only, is in a large or multi-campus department and is either at a senior level in one (1) or more of the specific branches of their profession which require extensive specialised knowledge and performance or over multiple diagnostic units in the same modality.

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

107.4 Managerial

(a) Indicative duties/responsibilities include:

(i) management of a program/s, such as the quality assurance program;

(ii) management/supervision of staff within a program;

(iii) in the case of Medical Imaging Technologist (Radiographer) and Nuclear Medicine Technologist, management of imaging specific computer systems; and/or

(iv) budget and/or human resource management in a department or area that may have a larger number of staff than a department or area managed by a Grade 3 Manager.

(b) A Grade 4 Employee whose duties are mostly within the Managerial area of specialisation may be an:

(i) other than for Orthotists/Prosthetists, Allied Health Manager (as defined in subclause 1.4 of Section A of this Appendix 4) Grade 4 in charge of 15 to 39 Full-Time Employees and/or other staff not covered by this Agreement totalling 26 to 45 in number, save that:

A. an Allied Health Manager (as defined in subclause 1.4 of Section A of this Appendix 4) Grade 4 in charge of 25 to 39 Full-Time Employees and/or other staff not covered by this Agreement totalling 28 to 45 in number will commence at the Grade 4 Year 4 rate of pay;

(ii) for Orthotists/Prosthetists, Allied Health Manager (as defined in subclause 1.4 of Section A of this Appendix 4) Grade 4 in charge of at least 9 to 39 Full-Time Employees;

(iii) for Medical Imaging Technologists (Radiographers), Assistant Allied Health Manager (as defined in subclause 1.4 of Section A of this Appendix 4) who is required to assist and to deputise for an Allied Health Manager who is in charge of at least 25 Full-Time Employees and/or other staff not covered by this Agreement totalling at least 28 in number, save that:

A. a Medical Imaging Technologist (Radiographer) Assistant Allied Health Manager (as defined in subclause 1.4 of Section A of this Appendix 4) who is required to assist and to deputise for an Allied Health Manager who is in charge of at least 40 Full-Time Employees and/or other staff not covered by this Agreement totalling at least 46 in number will commence at the Grade 4 Year 4 rate of pay; or

(iv) other Grade 4 managerial role.

107.5 Education

(a) Indicative duties/responsibilities include:

(i) managing the clinical teaching program of a department or a profession at the Employer;

(ii) provision of specialist education programs;

(iii) directing, coordinating and providing academic supervision of undergraduate and/or post graduate students;

(iv) being a clinical educator in a department of 25 or more;

(v) administering and managing relationships with universities and other education providers; and/or

(vi) managing the Allied Health clinical teaching and/or training program.

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

107.6 Research

(a) Indicative duties/responsibilities include:

(i) managing the department's research program;

(ii) directing and coordinating research and clinical trials;

(iii) being the primary initiator of funding applications;

(iv) publishing in their clinical speciality; and/or

(v) leading and driving the research agenda and capability in the department or service.

(b) A Grade 4 Employee whose duties are mostly within the Research area of expertise may be described as a Lead Allied Health Researcher.

108. Grade 5

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

109. Grade 6

A Grade 6 Employee is an employee who is:

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

109.2 a Deputy Director of Allied Health.

110. Grade 7

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

SECTION C – AHP1 CLASSIFICATION DESCRIPTORS – RADIATION THERAPY TECHNOLOGIST (RADIATION THERAPIST)

AHP1 Classification Descriptors – Radiation Therapy Technologist (Radiation Therapist)

1. Intern

An employee who has provisional registration under the National Registration and Accreditation Scheme with the Medical Radiation Practice Board of Australia and is undertaking a clinical placement following the completion of their qualification.

111. Radiation Therapy Technologist (Radiation Therapist) Grade 1 (Qualified)

111.1 A Grade 1 Employee is an employee who is registered as a Radiation Therapist under the National Registration and Accreditation Scheme with the Medical Radiation Practice Board of Australia.

111.2 A Grade 1 Employee cannot:

(a) supervise students;

(b) Train students;

(c) work shifts that would attract the night shift allowance; and/or

(d) be on-call.

111.3 Radiation Therapy Technologist (Radiation Therapist) – Grade 1 to Grade 2 progression

(a) Progression on anniversary - general

(i) Except as provided at subclause 2.3(b) and 2.3(c) of this Appendix 4 Section C, an Employee will be reclassified to Grade 2 on the anniversary date of their commencement in Grade 1, Year 5, that is upon the completion of 12 months at Grade 1 Year 5.

(ii) An Employee who progresses to Grade 2 will, if required, undertake student supervision and Training and work independently for the purposes of undertaking night shift and on-call duties.

(b) Progression on anniversary – exception

An Employee as described at subclause 2.3(a) of this Appendix 4 Section C, may have their progression deferred where, subject to the Employer complying with subclause 15.1(a), the Employee has been performance managed in accordance

with subclause 15.3 for at least six (6) weeks immediately before the anniversary of their commencement at Grade 1, Year 5, save that:

(i) the Employee will be reclassified to Grade 2 immediately after the performance management ends as the Employee's performance has reached an acceptable standard. Average performance is not a reason to delay progression; and

(ii) an Employee whose reclassification to Grade 2 has been deferred may invoke the Dispute Resolution Procedure in clause 14. Except where otherwise agreed, if the resolution of the dispute results in reclassification being granted, the reclassification to Grade 2 will be backdated to the anniversary of the Employee's commencement at Grade 1, Year 5.

(c) Employee elects not to progress to Grade 2

(i) An Employee may notify the Employer in writing that they do not wish to be reclassified to Grade 2.

(ii) Such an Employee may at a later time give written notice to the Employer that they elect to be reclassified to Grade 2 and, where they have been classified at Grade 1 Year 5 for at least 12 months, the Employer will immediately reclassify the Employee to Grade 2, subject to subclause 2.3(b) of this Appendix 4 Section C.

(iii) The Employer must not direct, propose or suggest to an Employee that they elect not to be reclassified to Grade 2.

(d) No requirement for vacancy

(i) The movement of an Employee from Grade 1 to 2 does not rely on a vacancy or funding for the position but will be determined solely in accordance with this subclause 2.3 of this Appendix 4 Section C.

(ii) Notwithstanding the above, a Grade 1 may be reclassified as a Grade 2 by appointment or in accordance with clause 86 (Classification and Reclassification) prior to the anniversary date of their commencement in Grade 1, Year 5.

112. Radiation Therapy (Radiation Therapist) Technologist Grade 2

112.1 A Grade 2 Radiation Therapy Technologist (Radiation Therapist) is an employee who is required to undertake additional duties/responsibilities to a Grade 1 Employee, for example:

(i) supervising and Training students;

(ii) work shifts that would attract the night shift allowance;

(iii) be on-call;

(iv) performing work which requires specialised knowledge or depth of experience for example in computer technology, simulation or brachytherapy; and/or

(v) supervising staff including clinical supervision of Grade 1 Employees.

112.2 A Grade 2 Radiation Therapy Technologist (Radiation Therapist) also includes an employee who has progressed to Grade 2 from Grade 1 Year 5 in accordance with Appendix 4 Section C subclause 2.3 above, meaning they will, if required, undertake the duties in Appendix 4 Section C subclause 3.1 including student supervision and Training and work independently for the purposes of undertaking night shift and on-call duties.

112.3 A Grade 2 Radiation Therapy Technologist (Radiation Therapist) cannot Teach students.

113. Radiation Therapy Technologist (Radiation Therapist) Grade 3

A Grade 3 Radiation Therapy Technologist (Radiation Therapist) is an employee:

113.1 second in charge of Treatment Unit - undertakes responsibility additional to that of the Grade 1 or 2 Radiation Therapy Technologist (Radiation Therapist);

113.2 in charge of:

(a) the following Treatment Units when operating on an intermittent basis – DXRT or SXRT; or

(b) a Planning Sub Unit;

113.3 who Teaches under-graduate students, post-graduate students and/or interns, primarily in a clinical and/or technical setting; and/or

113.4 who in addition to undertaking or having the ability to undertake the Grade 2 responsibilities will normally have at least seven (7) years' experience in their profession:

(a) possesses specific knowledge in and works in an area of their profession (clinical, educational, research and/or managerial) recognised as requiring high levels of specialist knowledge; and

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

Note: The experience referred to at subclause 4.4 of this Appendix 4 Section C is indicative and is not a requirement for an Employee to be classified at Grade 3. Nothing prevents the appointment of an Employee to Grade 3 with less than seven (7) years' experience and where an Employee meets the requirements to be classified at Grade 3, they must be classified at Grade 3 even if they do not have seven (7) years' experience.

114. Radiation Therapy Technologist (Radiation Therapist) Grade 4

A Grade 4 Radiation Therapy Technologist (Radiation Therapist) is an employee:

114.1 In charge of a Departmental Unit, Treatment Unit, Planning Unit or Peripheral Unit;

114.2 who has a major Administrative role - undertakes significant administrative or educational responsibilities; or

114.3 who in addition to undertaking or having the ability to undertake the Grade 3 responsibilities at subclause 4.3 of section C of this Appendix 4, has extensive specialised knowledge in their profession or an area of their profession, and/or is at a supervisory level in one (1) or more of the specific areas of their profession which require extensive specialised knowledge and:

(a) would normally have at least 10 years' experience in their profession;

(b) holds significant educational, administrative, managerial, research and/or clinical responsibilities; and

(c) performs an advanced practice role (as defined in clause 1 of Schedule 4 of this Appendix 4) within the level of responsibility appropriate for a Grade 4 Employee as described at Schedule 4 of this Appendix 4.

Note: The experience referred to at subclause 5.3 of this Appendix 4 Section C is indicative and is not a requirement for an Employee to be classified at Grade 4. Nothing prevents the appointment of an Employee to Grade 4 with less than 10 years' experience and where an Employee meets the requirements to be classified at Grade 4, they must be classified at Grade 4 even if they do not have 10 years' experience.

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

(#) Peter MacCallum Cancer Institute cannot use this classification

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

116. Grade 5 Assistant Radiation Therapy Manager Level 2

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

117. Grade 6 Deputy Radiation Therapy Manager Level 1

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

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

(*) Peter MacCallum Cancer Institute only

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

119. Grade 7 Radiation Therapy Manager Level 1

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

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

(*) Peter MacCallum Cancer Institute only

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

SECTION D AHP1 CLASSIFICATION DESCRIPTORS - SONOGRAPHER

AHP1 Classification Descriptors – Sonographer

Note: In this Appendix 4 Section D, ***ASAR*** *means the Australian Sonographer Accreditation Registry.*

1. Student Sonographer Grade 1

An employee undertaking a qualification recognised by the ASAR in one (1) or more of following specialties:

120.1 Cardiac Sonography;

120.2 General Sonography;

120.3 Vascular Sonography; or

120.4 any other type of Sonography;

and has been admitted to the Register of Accredited Student Sonographers by the ASAR.

121. Trainee Sonographer Grade 2

An employee who has successfully completed at least half of a qualification recognised by the ASAR, and has completed 12 calendar months clinical experience.

122. Sonographer Grade 3

A Grade 3 Sonographer is an employee who has:

(a) successfully completed a qualification recognised by the ASAR and is eligible for admission to the Register of Accredited Medical Sonographers by the ASAR; or

(b) not completed a qualification recognised by the ASAR, but has been admitted to the Register of Accredited Medical Sonographers by the ASAR.

123. Sonographer Grade 4

An employee who is a Sonographer:

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

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

124. Employees undertaking a Postgraduate Sonography qualification

124.1 An employee who is classified or is eligible to be classified as a Cardiac Technologist (Cardiac Physiologist), Medical Imaging Technologist (Radiographer), Nuclear Medicine Technologist or other classification agreed by the Employer under this Agreement who commences a Postgraduate Sonography qualification will continue to be classified and paid as a Cardiac Technologist (Cardiac Physiologist), Medical Imaging Technologist (Radiographer), Nuclear Medicine Technologist or other classification agreed by the Employer under this Agreement until they have completed their qualification recognised by the ASAR, except where they would be entitled to a higher rate of pay under a Sonography classification, in which case they will be classified and paid as a Sonographer under this Agreement. Once the employee has completed their qualification recognised by the ASAR, they must be classified at and paid no less than as a Sonographer Grade 3.

124.2 The Employer will not unreasonably withhold its agreement that this clause 5 of Section D of this Appendix 4 will apply to another classification under this Agreement.

125. Higher Qualifications Allowance

125.1 A postgraduate Sonography qualification is an additional post graduate qualification for the purpose of clause 32 (Higher Qualifications Allowance) and will attract the Higher Qualifications Allowance, for those employees who have as a base qualification a Bachelor of Applied Science (Medical Radiations), a Bachelor of Medical Radiation Science, a base qualification that would classify an Employee as a Medical Imaging Technologist (Radiographer), Cardiac Technologist (Cardiac Physiologist), Nuclear Medicine Technologist or an equivalent base qualification accepted by the Employer.

125.2 For the purpose of this clause 6 of Section D of this Appendix 4 the Employer will not unreasonably withhold its acceptance of another base qualification as being equivalent.

125.3 A Sonographer who received the Higher Qualification Allowance in subclause 30.4 in the 2011 Agreement prior to 31 October 2014 will continue to receive the Higher Qualification Allowance.

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

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

Profession	Relevant Qualification and/or Entry Requirements
Art Therapist	A tertiary degree or an equivalent qualification in the field of art therapy or such course recognised by the Australian, New Zealand and Asian Creative Arts Therapies Association as being equivalent.
Cardiac Technologist (Cardiac Physiologist)	A Bachelor of Science Degree, Bachelor of Applied Science Degree, or equivalent.
Dental Prosthetist (from commencement of the Agreement)	An employee who is eligible for general registration under the National Registration and Accreditation Scheme with the Dental Board of Australia who performs Dental Prosthetist work.
Exercise Physiologist	A Bachelor of Science Degree, Bachelor of Applied Science Degree, Bachelor of Exercise and Sports Science Degree, Bachelor of Exercise Science, or equivalent.
Health Information Manager (Medical Records Administrator)	A qualification that makes an employee eligible to be a full member of the Health Information Management Association of Australia Limited or another qualification relevant to health information management as accepted or recognised by the Employer, with such acceptance not to be unreasonably withheld by the Employer.
Health Promotion Officer (Health Promotion Practitioner)	Bachelor of Science (Health Promotion), Bachelor of Public Health Promotion, Bachelor of Public Health and Health Promotion, Bachelor of Health Science (Health Promotion), any other undergraduate or postgraduate qualification in health promotion, or any other undergraduate or postgraduate qualification relevant to the field of Health Promotion.
Medical Imaging Technologist (Radiographer)	Registered as a Medical Imaging Technologist/Radiographer under the National Registration and Accreditation Scheme with the Medical Radiation Practice Board of Australia.
Medical Librarian	Eligibility for associate membership of the Australian Library and Information Association and a qualification or equivalent recognised by the Australian Library and Information Association, or a qualification that would have qualified an Employee to be a Medical Librarian under the *Victorian Public Health Sector (Health Professionals, Health and Allied Services, Managers and Administrative Officers) Multiple Enterprise Agreement 2011-2015.*

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

SCHEDULE 2 – SPECIFIC SPECIAL KNOWLEDGE OR DEPTH OF EXPERIENCE EXAMPLES

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

Profession	Examples
Cardiac Technologist (Cardiac Physiologist)	• Electrophysiology. • Cardiac catheterisation (including cardiac catheterisation recording and/or monitoring). • Holtermonitor interpretation.
Medical Librarian	• Being a librarian in a teaching hospital with university clinical departments on site. • Being required to apply specialised knowledge and to be in charge of one of more of the following areas: o computerised information retrieval; o inter library loans; or o another such area recognised by the Employer.
Orthotist/Prosthetist	• Scoliosis. • Cerebral palsy. • Spinal cord Injuries. • Plastic surgery. • Part of an amputee clinical team.
Physiotherapist	• Neurosurgery. • Surgical thoracic. • Plastic surgery. • Cerebral palsy. • Traumatic spinal cord lesions.
Podiatrist	• Diabetes mellitus peripheral vascular disease. • Cerebro-vascular accident. • Arthroses. • Orthotic/prosthetic therapy. • Nail surgery. • Local anaesthesia.
Social Worker	• Individual and family and/or group practice. • Program development management. • Research evaluation.

SCHEDULE 3 – HEALTH INFORMATION MANAGER (MEDICAL RECORDS ADMINISTRATOR) SPECIALITY AREA EXAMPLES

Health Information Manager (Medical Records Administrator) Grade 3

Areas of speciality for a Health Information Manager (Medical Records Administrator) Grade 3 may include:

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

SCHEDULE 4 – ADVANCED PRACTICE ROLES GRADE 3 AND 4

1. Definition

Advanced Practice is:

125.4 work that is within the currently recognised scope of practice for the profession, but that in custom and practice has been performed by other professions or that was previously not within the recognised scope of practice for the profession and is advanced work that requires significant professional experience and competency development, and may require additional training as well; and/or

125.5 work that is outside the currently recognised scope of practice for the profession and that requires some method of credentialing following additional training and competency development, with appropriate regulatory change where required.

126. Application of this Schedule

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

127. Advanced Practice Grade 3

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

127.1 exercising professional judgement based on detailed knowledge of the area of expertise;

127.2 working independently or under the direction or supervision of a Grade 4 Advanced Practitioner, and when problems arise or when dealing with matters they are unfamiliar with, consulting with a Grade 4 Advanced Practitioner where possible or otherwise with a more experienced and suitably qualified health professional;

127.3 helping develop and/or applying profession principles and new technology and/or knowledge of crucial work which can encompass a single discipline or a variety of disciplines;

127.4 typically are expected to be experts recognised by the organisation and their peers; and/or

127.5 demonstrated expert specialist knowledge of contemporary methods, principles and practice and skills across the relevant profession.

128. Advanced Practice Grade 4

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

128.1 exercising significant professional judgement based on a detailed knowledge of the area of expertise;

128.2 developing and/or applying profession principles and new technology and/or knowledge of crucial work which can encompass a single discipline or a variety of disciplines;

128.3 making a significant contribution towards the development and achievement of allied health advanced practice at a local or state-wide level;

128.4 making independent decisions related to a wide area of expert practice in the relevant field and being responsible for outcomes from the practice of other allied health professionals;

128.5 requiring expert specialist knowledge of contemporary methods, principles and practice and skills across the area of expertise;

128.6 typically are expected to be experts recognised in their field by peers and others within and outside the organisation; and/or

128.7 providing professional and clinical supervision to Grade 3 and 3A Advanced Practitioners and other allied health professionals and other professional staff.

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

129.1 Grade 1 Employees cannot perform Advanced Practice work or undertake training in Advanced Practice.

129.2 Grade 2 Employees cannot undertake Advanced Practice training, except in the circumstance specified in subclause 5.3 of Schedule 4 of this Appendix B below. Grade 2 Employees cannot perform Advanced Practice work, except in the circumstance specified in subclauses 5.4, 5.5 and 5.6 of Schedule 4 of this Appendix 4 below.

129.3 Experienced Grade 2 Employees may undertake training in Advanced Practice as part of a professional development pathway to Advanced Practice. All such training must occur under direct and structured supervision, consistent with and appropriate to the training being undertaken, by an appropriately trained and credentialed Advanced Practitioner or other suitably trained and qualified health professional. A Grade 2 Employee can only undertake Advanced Practice training where there is written agreement between the Employer and the Employee that sets out:

(a) a defined training period (which may be varied by agreement) which must be reasonable taking into account the Advanced Practice area that the Employee is undertaking training in and the Employee's circumstances;

(b) the nature of the training and assessment;

(c) the training content;

(d) supervisory, oversight and monitoring arrangements; and

(e) the anticipated use of the skill once credentialed (for example, participating in a particular type of clinic or exercising a particular skill).

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

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

(a) have completed credentialing;

(b) be paid a weekly rate of pay that reflects:

(i) 15.2 hours at the relevant Grade 3 rate (pro-rata for part-time Employees); and

(ii) 22.8 hours at the Grade 2 Year 4 rate (pro-rata for part-time Employees);

with this rate being the Grade 3A Advanced Practice classification rate which is set out at Part A of Appendix 2 of this Agreement and incremental progression will apply;

(c) work a minimum of 0.4EFT;

(d) perform no more than 15.2 hours (pro-rata for part-time Employees) of Advanced Practice work in any one (1) week. Where such an Employee performs more than 15.2 hours (pro-rata for part-time Employees) of Advanced Practice work in any one (1) week, they will be paid at the relevant Grade 3 rate for the entire week; and

(e) receive the on-going support, training and supervision consistent with the Department framework as part of their ongoing professional development and to support succession planning for moving to an Advanced Practice role.

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

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

(b) for the purpose of determining whether the amount of Advanced Practice work performed does not exceed 15.2 hours (see subclause 129.4(d) of Schedule 4 of this Appendix 4), each clinic will be treated as the greater of:

(i) half a day (3.8 hours); or

(ii) the length of time spent undertaking the clinic and all tasks associated with the clinic, including those referred to in subclause 5.5(a) of Schedule 4 of this Appendix 4.

129.6 A Grade 3A Advanced Practitioner will not perform Advanced Practice work on more than three (3) days per week. Where a Grade 3A Advanced Practitioner regularly performs Advanced Practice work on more than three (3) days per week and this is likely to continue, the Employee may seek reclassification in accordance with clause 82 (Classification and Reclassification). In determining a request for reclassification, the Employer will reclassify the Employee to Grade 3 or 4 (whichever is appropriate) where the Employee regularly performs Advanced Practice work on more than three (3) days per week and this is likely to continue.

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

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

SECTION E - AHP2 CLASSIFICATION DESCRIPTORS

AHP2 Classification Descriptors

1. Biomedical Technologist

129.9 Biomedical Technologist

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

129.10 Biomedical Technologist Grade 1

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

129.11 Biomedical Technologist Grade 2

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

129.12 Biomedical Technologist Grade 3

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

129.13 Biomedical Technologist Grade 4

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

130. Child Psychotherapist

130.1 Child Psychotherapist

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

130.2 Level 1 - Child Psychotherapist

An employee who:

(a) holds a basic bachelor degree in Occupational Therapy, Psychology, Psychiatry, Psychiatric Nursing, Speech Pathology or Social work and has at least two (2) years

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

(b) is undertaking a recognised post-graduate study as a Psychotherapist; and

(c) provides a clinical service under supervision. Provided further that an Employee classified at level 1 will have their years of service recognised one (1), two (2) or three (3) years in advance if the Employee holds an Honours, Masters or Doctorate respectively.

130.3 Level 2 - Qualified Child Psychotherapist

An employee who:

(a) has completed a post-graduate course of study in Psychotherapy; and

(b) provides a clinical service.

130.4 Level 3 - Senior Child Psychotherapist

An employee who is required to:

(a) provide a specialist clinical service;

(b) teach and supervise Employees on a recognised Psychotherapy training program;

(c) provide a Psychotherapy component to the Child and Family Psychiatry Department's Continuing Education Program;

(d) accept responsibility for a clinical consultation service to professional staff within and external to the Employer.

130.5 Level 4 - Principal Child Psychotherapist

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

(a) is expected to ensure and maintain the provision of a high professional standard of specialised psychotherapy service delivery.

(b) is responsible and accountable for the administration of a psychotherapy unit within an organisation.

(c) is responsible for formulating and implementing policies for the psychotherapy discipline in consultation with the Professor/Director of the Department of Child and Family Psychiatry.

(d) is responsible for the clinical supervision of qualified psychotherapy staff.

(e) holds major training responsibilities in one or more of the Psychotherapy Training Schools.

(f) is responsible for initiating and conducting relevant research.

131. Client Adviser/Rehabilitation Consultant

131.1 Grade 1 Client Advisor/Rehabilitation Consultant

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

131.2 Grade 2 Client Adviser/Rehabilitation Consultant

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

(i) is required to perform work which requires special knowledge or depth of experience in the rehabilitation area; or

(ii) is required to supervise Qualified and other Rehabilitation Consultant staff and teach Rehabilitation Consultant students.

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

A Grade 3 Client Advisor/Rehabilitation Consultant is either:

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

(b) a Senior Client Adviser/Rehabilitation Consultant who is a qualified Client Adviser/Rehabilitation Consultant who has at least seven (7) years' experience and/or experience in the rehabilitation process as recognised by the Employer and who is required to undertake additional responsibility in regards to administration and supervision of staff and/or management.

131.4 Grade 4 Principal Client Adviser/Rehabilitation Consultant

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

132. Community Development Worker

132.1 Community Development Worker Definitions

(a) **Community** means a group defined in geographical, cultural, economic, social, demographic, special interest, and/or political terms and is deemed to include those based on gender, race, ethnicity, disability, workplace, residence, sexual orientation, parental status, family responsibilities or age and may be self defined.

(b) **Community Development Work** means working with a community to address issues, needs and problems for that community through facilitating collective solutions, by the use of one (1) or more of the following:

(i) research and analysis of community issues, needs or problems;

(ii) development and maintenance of community resources;

(iii) community organisation;

(iv) development, maintenance and evaluation of community programs;

(v) community policy development, interpretation and implementation;

(vi) community planning;

(vii) representation, advocacy, negotiation and mediation within and between communities, agencies, institutions and government;

(viii) development and maintenance of networks;

(ix) liaison with community groups, other workers and professional, agencies and government;

(x) development and transfer of skills and knowledge in community organisation, community education, advocacy, resource development, cultural awareness and other relevant areas, within the community;

(xi) public and community education and public relations;

(xii) preparation and distribution of written, audio-visual and other material as required;

(xiii) administrative tasks associated with the maintenance of 'community' projects including preparation of submissions, reports of financial documentation;

(xiv) assisting individual members of a community in relation to other professionals, institutions, community agencies, government and other bodies; and/or

(xv) community campaign development and organisation, but excluding the predominant use of direct service delivery to clients, individual casework and counselling.

132.2 Community Development Worker

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

(a) community or neighbourhood houses and learning centres;

(b) community housing or tenant's rights services or projects;

(c) equal opportunity or affirmative action projects;

(d) women's service or projects;

(e) disabilities rights projects and services for people with disabilities;

(f) community financial counselling services, community legal services, social justice services or projects, community health and occupational health and safety projects;

(g) self-help groups or projects;

(h) environmental action groups or projects;

(i) community information projects or services;

(j) community arts, writing, theatre or other cultural projects;

(k) international aid agencies or projects; or

(l) any agency, group, project or service including the following;

(i) Aboriginal community workers, including Aboriginal Health Liaison Officers;

(ii) ethnic community workers (however titled), including Ethnic health workers; or

(iii) community education officers.

132.3 Qualified Community Development Worker

(a) An employee performing Community Development Work who holds a post-secondary qualification in Community Work, Community Education Multicultural or Ethnic Studies, Aboriginal Studies, Urban Studies, Community or Welfare Administration (all however titled) or a related and relevant post secondary qualification from a post-secondary educational institution.

(b) For the purposes of this subclause 4.3 of Section E of this Appendix 4, post-secondary qualifications in Social Work, Welfare Work and Youth Work (however titled) are recognised as relevant qualifications.

(c) An Employee may, through practical experience and skills in Community Development Work, or related areas of employment, be recognised by notice in writing by the Employer as coming within the scope of this definition.

(d) An Indigenous Community Worker who has participated in relevant short courses of training in the practical skills of community development work is deemed to be a Qualified Community Development Worker when engaged in Community Development Work with or within 'Indigenous Community'.

132.4 Unqualified Community Development Worker

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

132.5 Indigenous Community Development Worker

(a) An employee who has:

(i) direct life experience in and as a member of a particular community (as defined) from which the Employee is drawn and in which they are working in;

(ii) knowledge, skills and experience of the culture in which they belong; and

(iii) fluency in the community language/s (where relevant).

(b) An Indigenous Community Development Worker includes an Aboriginal worker working with an Aboriginal Community, an Ethnic Worker working with the relevant Ethnic Community and a Self-Help Worker employed to work with the Self-Help community from which they came.

132.6 Community Development Worker Class I (1)

(a) An employee performing Community Development Work under the direct supervision of more experienced Community Development Workers who must be based in the same workplace as the persons being supervised.

(b) An Unqualified Community Development Worker (as defined), with less than twelve months' experience who is being supervised by a Qualified Community Development Worker (as defined), will commence at the class I, year 1 rate.

(c) An Unqualified Community Development Worker with less than twelve month's experience who is being supervised by an Unqualified Community Development Worker will commence at the class I, year 3 rate.

(d) A Qualified Community Development Worker with less than twelve months' experience who is being supervised by a more experienced Qualified Community Development Worker will commence at the class I, year 2 rate, unless the supervised Employee is a qualified Social Worker or holds a post-graduate qualification in Community Development Work (as defined) in which case the Employee will commence at the class I, year 4 rate.

(e) A Community Development Worker under direct supervision who has administrative responsibilities will commence at not less than the class I, year 3 rate, notwithstanding any of the above commencement rates, except where the above commencement rates are higher.

132.7 Community Development Worker Class II (2)

(a) An employee who is performing Community Development Work and who is not working under the direct supervision of a more experienced Community Development Worker and includes a sole Community Development Worker employed in a workplace or one who has unsupervised administrative responsibilities.

(b) A Qualified Community Development Worker cannot be supervised by a less experienced Unqualified or Qualified Community Development Worker and must be paid as a class II Community Development Worker at the appropriate qualification level (as defined).

(c) An Unqualified Community Development Worker working without direct supervision will commence at the class II(a), year 1 rate.

(d) A Qualified Welfare Worker (as defined in subclause 10.2 of Section 3 of this Appendix 4) performing Community Development Work without direct supervision will commence at not less than the class II(a), year 3 rate.

(e) An Indigenous Community Development Worker working without direct supervision will commence at not less than the class II(a), year 3 rate. If an Indigenous Community Development Worker possesses a qualification (as defined in subclause 4.3 of Section E of this Appendix 4) they will commence at a level not less than that defined for the qualification possessed.

(f) A Qualified Youth Worker (as defined in subclause 11.2 of Section E of this Appendix 4) performing Community Development Work without direct supervision will commence at not less than the class II(a), year 5 rate.

(g) A sole Community Development Worker employed in a workplace or a Community Development Worker performing outreach Community Development Work will commence at not less than the class II(a), year 5 rate.

(h) The commencing rate for a financial counsellor performing Community Development Work will be not less than class II(a), year 5.

(i) The commencing rate for a tenant worker performing Community Development Work will be not less than class II(a), year 5.

(j) A Community Development Worker who is performing social research will commence at not less than the class II(a), year 7 rate unless the Employee possesses a social work qualification or a post-graduate qualification in Community Development Work or a qualification in social or behavioural sciences, in which case the Employee will commence at no less than the level defined for these qualifications.

(k) A Community Development Worker working without direct supervision who possesses a qualification in Community Development Work other than a post-graduate qualification will commence at not less than the class II(a), year 7 rate.

(l) A Community Development Worker with a tertiary qualification in the social and behavioural sciences will commence at not less than the class II(a), year 7 rate.

(m) A qualified Social Worker or Community Development Worker holding a post-graduate qualification in Community Development work performing Community Development Work will be employed at the classification class II(b).

(n) A Community Development Worker engaged in policy development or policy advice will commence at not less than the class II(b), year 1 rate.

(o) A Community Development Worker engaged in community education or community training programs will commence at not less than the class II(b), year 1 rate.

(p) A qualified Social Worker will commence at not less than the class II(b), year 1 rate.

(q) A Qualified Community Development Worker with a post-graduate qualification will commence at not less than the class II(b), year 2 rate.

132.8 Community Development Worker Class IIAB (2AB)

A Community Development Worker Class IIA (2A), Years 1 to 11, who translates to Health Professional Employee Level 2 (see Schedule 5 of this Appendix 4) Pay Points 1 to 4 under the Award will translate to Community Development Worker Class IIAB (2AB) in accordance with the following table:

2020 Agreement	Award Health Professional Employee Level 2 Pay Point	This Agreement
Class IIA (2A), Year 1	Pay Point 1	Class IIAB (2AB), Year 1
Class IIA (2A), Year 2	Pay Point 2	Class IIAB (2AB), Year 2
Class IIA (2A), Year 3	Pay Point 3	Class IIAB (2AB), Year 3
Class IIA (2A), Year 4	Pay Point 4	Class IIAB (2AB), Year 4

Class IIA (2A), Year 5	Pay Point 4	Class IIAB (2AB), Year 5
Class IIA (2A), Year 6	Pay Point 4	Class IIAB (2AB), Year 6
Class IIA (2A), Year 7	Pay Point 4	Class IIAB (2AB), Year 7
Class IIA (2A), Year 8	Pay Point 4	Class IIAB (2AB), Year 8
Class IIA (2A), Year 9	Pay Point 4	Class IIAB (2AB), Year 9
Class IIA (2A), Year 10	Pay Point 4	Class IIAB (2AB), Year 10
Class IIA (2A), Year 11	Pay Point 4	Class IIAB (2AB), Year 11

132.9 Community Development Worker Class III (3)

(a) An employee performing Community Development Work who is required to provide direct supervision of other Community Development Workers, administrative or support staff; or

(b) A Community Development Worker employed in a position which requires special skill and experience and where the responsibilities are mutually agreed by the Employer and Employee to be equal to those of a Community Development Worker Class III may be employed as such.

1.1 Yearly increments for Community Development Workers

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

133. Dental Prosthetist

From the commencement of this Agreement, Dental Prosthetists are classified under the AHP1 structure.

134. Dental Technician

134.1 Apprentice Dental Technician

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

134.2 Dental Technician Level I (1)

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

134.3 Dental Technician Level II (2)

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

(a) responsible for the production and quality of work of a specialist unit of the Dental Laboratory Service of Dental Health Services Victoria; or

(b) responsible for the administration and efficient functioning of Dental Technician Services in an Employer other than Dental Health Services Victoria.

134.4 Dental Technician Level III (3) (Foreperson)

A Dental Technician who is either;

(a) responsible to the Dental Laboratory Manager for the production and quality of work of a major section of the Dental Laboratory Service at Dental Health Services Victoria; or

(b) is responsible for the administration and efficient functioning of Dental Technician Services at an Employer other than at Dental Health Services Victoria.

134.5 Dental Laboratory Manager

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

135. Medical Laboratory Technician

135.1 Medical Laboratory Technician Trainee

An employee engaged in studies leading to the below qualification.

135.2 Qualified Medical Laboratory Technician (Grade 1)

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

135.3 Medical Laboratory Technician Grade 2

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

(a) employed on work which requires special knowledge or depth of experience; or

(b) has a teaching role.

136. Renal Dialysis Technician (Clinical Renal Physiologist)

136.1 Renal Dialysis Technician (Clinical Renal Physiologist) Grade 1

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

136.2 Renal Dialysis Technician (Clinical Renal Physiologist) Grade 2

An employee with a minimum of two (2) years' experience as a Renal Dialysis Technician:

(a) with a Clinical Physiologist-Renal qualification;

(b) who is eligible for full membership of the New Zealand and Australia Society of Renal Dialysis Practice (NZASRDP);

(c) who is in receipt of BONENT Haemodialysis Technician certification; and/or

(d) with an equivalent dialysis tertiary qualification.

137. Technical Officer

137.1 Technical Officer

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

137.2 Technical Officer Grade 1

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

137.3 Technical Officer Grade 2

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

137.4 Technical Officer Grade 3

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

137.5 Technical Officer Grade 4

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

138. Welfare Worker

138.1 Definition

Welfare Work within Social and Community Service includes:

(a) information collection and provision related to benefits and services and community resources available to clients;

(b) assistance in the resolution of specified problems;

(c) supportive counselling to clients without complex personal problems;

(d) direct service provision and care for people in residential settings, day and occasional care settings;

(e) referral and liaison to other professionals and agencies;

(f) community work including the organising of community facilities to meet gaps in services or developing community interest and action in providing for social welfare needs.

138.2 Qualified Welfare Worker

(a) An employee performing Welfare Work who is qualified from a tertiary institution after two (2) years' study (one (1) year if admission age is 21 years or over) including major studies in welfare work.

(b) Provided that an Employee covered by this classification may, by way of practical experience in Welfare Work or related areas of employment, be recognised by notice in writing by the Employer as coming within the scope of this definition.

138.3 Unqualified Welfare Worker

(a) An employee performing Welfare Work who is not a Qualified Welfare Worker.

(b) An Unqualified Welfare Worker with less than twelve months' experience working without direct supervision by a Qualified Welfare Worker or Social Worker, and including a person employed under this clause working as a sole Welfare Worker, will commence at the Unqualified Welfare Worker year 5 rate.

(c) An Unqualified Welfare Worker, who is a sole Welfare Worker or performs duties without direct supervision, and has a minimum of twelve months' experience, will commence at the Unqualified Welfare Worker year 6 rate. However, by mutual agreement between the Employer and Employee this condition may be waived and the Employee may commence at a higher rate.

138.4 Welfare Worker Class I (1)

(a) A Qualified Welfare Worker, who is required to perform their duties under supervision.

(b) A sole Welfare Worker with less than twelve months' experience will be paid during the first twelve months at the Welfare Worker class I, year 4 rate, after which they will be classified as a Welfare Worker Class II.

138.5 Welfare Worker Class II (2)

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

(a) a Welfare Worker who is required to take charge of an agency or department, with a staff of up to 3 Employees covered by the Agreement, or with a staff of at least one (1) Employee covered by the Agreement and other employees, totalling at least six (6) in number, who are employed by the Employer on a regular monthly contract of employment of at least the normal full-time ordinary hours or EFT of such agency or department;

(b) a sole Welfare Worker who has a minimum of twelve months’ experience (although this condition may be waived by mutual agreement between the Employer and Employee and an Employee with less than twelve month’s experience will instead be employed at class II);

(c) a Welfare Worker who is required to be responsible for a major activity or group of activities within an Agency or department; or

(d) a Welfare Worker who acts as a Deputy to a Welfare Worker Class III.

1.2 Welfare Worker IIA (2A)

A Welfare Worker Class IIA (2A) is an employee who, in addition to meeting the relevant requirement to be classified at Welfare Worker Class II (2), would be classified as a Health Professional Employee Level 3 (see Schedule 5 of this Appendix 4) under the Award.

138.6 Welfare Worker Class III (3)

A Qualified Welfare Worker who is required to:

(a) take charge of an Agency or Department with a staff of more than three (3) and up to seven (7) Employees covered by the Agreement, or with a staff of at least two (2) Employees covered by the Agreement, plus other employees totalling 12 in number, who are employed by the Employer on a regular monthly contract of employment of at least the normal full-time ordinary hours or EFT of such Agency or Department;

(b) a Welfare Worker who acts as a Deputy to a Welfare Worker Class IV;

(c) a Welfare Worker in a position which requires special skill and experience and where the responsibilities are mutually agreed by the Employer and Employee to be equal to those of a Welfare Worker employed under subclause 10.7(a) of Section E of this Appendix 4.

1.3 Welfare Worker IIIA (3A)

A Welfare Worker Class IIIA (3A) is an employee who, in addition to meeting the relevant requirement to be classified at Welfare Worker Class III (3), would be classified as a Health Professional Employee Level 3 (see Schedule 5 of this Appendix 4) under the Award.

138.7 Welfare Worker Class IV (4)

A Qualified Welfare Worker who is required to undertake senior administrative responsibilities including:

(a) a Welfare Worker in charge of an Agency or Department with a staff of eight (8) or more Employees covered by the Agreement, or with a staff of at least six (6) Employees covered by the Agreement, plus other employees totalling at least 13 in number who are employed by the Employer on a regular monthly contract of employment of at least the normal full-time ordinary hours or EFT of such Agency or Department;

(b) any Welfare Worker employed in a position the responsibilities of which are mutually agreed by the Employer and the Employee to be equal to those of a Welfare Worker employed under subclause 10.9(a)(i) of Section E of this Appendix 4.

138.8 Welfare Worker IV (4A)

A Welfare Worker Class IVA (4A) is an employee who, in addition to meeting the relevant requirement to be classified at Welfare Worker Class IV (4), would be classified as a Health Professional Employee Level 3 (see Schedule 5 of this Appendix 4) under the Award.

138.9 Overlapping Pay Points Between Classes

See subclause 81.8.

138.10 Increments for Welfare Workers

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

139. Youth Worker

1.4 Definition

Youth Work means working with or for young people towards their personal and social development during their transition from childhood to adulthood, and will include one (1) or more of the following:

(a) collection and distribution of materials and information pursuant to their development and need;

(b) assistance in the resolution of specific problems;

(c) provision of activities and facility management for leisure time;

(d) liaison with and referral to other professionals and agencies;

(e) supportive counselling to young people with personal problems or those confronting crisis; and/or

(f) coordination of activities or facilities for the development of independent living skills.

139.2 Qualified youth worker

(a) An employee performing Youth Work who holds a Diploma in Youth Studies (however titled) or a related tertiary qualification which requires at least three (3) years study at a university or college of advanced education with a major in the group dynamics and behavioural studies area.

(b) Provided that an Employee may, by way of practical experience in Youth Work or related areas of employment, be recognised by notice in writing by the Employer as coming within the scope of this definition.

139.3 Youth Worker Class I (1)

(a) A Qualified Youth Worker, who is required to perform their duties under supervision.

(b) A sole Youth Worker with less than twelve months' experience will be paid during the first twelve months at the Youth Worker class I, year 4 rate, after which they will be classified as a Youth Worker Class II

139.4 Youth Worker Class II (2)

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

(a) a Youth Worker who is required to take charge of an agency or department, with a staff of up to three (3) Employees covered by the Agreement, or with a staff of at least one (1) Employee covered by the Agreement and other employees, totalling

at least six (6) in number, who are employed by the Employer on a regular monthly contract of employment of at least the normal full-time ordinary hours or EFT of such agency or department;

(b) a sole Youth Worker who will have a minimum of twelve months' experience (although this condition may be waived by mutual agreement between the Employer and Employee and an Employee with less than twelve month's experience will instead be employed at class II);

(c) a Youth Worker who is required to be responsible for a major activity or group of activities within an Agency or department; or

(d) a Youth Worker who acts as a Deputy to a Youth Worker Class III.

1.5 Youth Worker IIA (2A)

A Youth Worker Class IIA (2A) is an employee who, in addition to meeting the relevant requirement to be classified at Youth Worker Class II (2), would be classified as a Health Professional Employee Level 3 (see Schedule 5 of this Appendix 4) under the Award.

139.5 Youth Worker Class III (3)

A Qualified Youth Worker who is required to:

(a) take charge of an Agency or Department with a staff of more than three (3) and up to seven (7) Employees covered by the Agreement, or with a staff of at least two (2) Employees covered by the Agreement, plus other Employees totalling 12 in number, who are employed by the Employer on a regular monthly contract of employment of at least the normal full-time ordinary hours or EFT of such Agency or Department;

(b) a Youth Worker who acts as a Deputy to a Youth Worker Class IV;

(c) a Youth Worker in a position which requires special skill and experience and where the responsibilities are mutually agreed by the Employer and Employee to be equal to those of a Youth Worker employed under subclause 11.6(a) of Section E of this Appendix 4.

1.6 Youth Worker IIIA (3A)

A Youth Worker Class IIIA (3A) is an employee who, in addition to meeting the relevant requirement to be classified at Youth Worker Class III (3), would be classified as a Health Professional Employee Level 3 (see Schedule 5 of this Appendix 4) under the Award.

1.7 Youth Worker Class IV (4)

A Qualified Youth Worker who is required to undertake senior administrative responsibilities including:

(d) a Youth Worker in charge of an Agency or Department with a staff of eight (8) or more Employees covered by the Agreement, or with a staff of at least six (6) Employees covered by the Agreement, plus other employees totalling at least 13 in number who are employed by the Employer on a regular monthly contract of

employment of at least the normal full-time ordinary hours or EFT of such Agency or Department;

(e) any Youth Worker employed in a position the responsibilities of which are mutually agreed by the Employer and the Employee to be equal to those of a Youth Worker employed under subclause 11.8(a)(i) of Section E of this Appendix 4.

139.6 Overlapping Pay Points Between Classes

See subclause 81.8.

139.7 Increments for Youth Workers

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

Additional AHP2 Classification Descriptors – Peter MacCallum Cancer Institute Only

The below classifications only apply to Peter MacCallum Cancer Institute.

140. Mechanical Officer

140.1 Mechanical Officer Grade 1

(a) An employee who possesses Plant Engineering certificates and experience, or equivalent experience that is deemed to be transferrable to the Mechanical Radiation setting.

(b) A Mechanical Officer Grade 1 works with close technical guidance to perform tasks, use plant engineering equipment such as lathes, milling machines, benders, drills and spray painting. A Mechanical Officer at Grade 1 does not work independently and no supervisory responsibilities are required.

(c) The training required to be undertaken by a Mechanical Officer Grade 1 is:

(i) Practical based training for Mechanical Officers.

(ii) Radiation safety training.

(iii) CAD software training.

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

140.2 Mechanical Officer Grade 2

(a) A Mechanical Officer who will normally have at least five (5) years of Mechanical Engineering experience in radiation, or an equivalent/transferable industry. They will have the ability to work with limited guidance and as a Mechanical Officer, perform straightforward relevant tasks, activities or functions of a moderately complex nature.

(b) A Mechanical Officer Grade 2's duties will include some of the following:

(i) Mentoring and tutoring of junior Mechanical Officers;

(ii) Specialist/Expert within one (1) or more modalities;

(iii) Design and build new equipment to support radiation equipment;

(iv) Liaise between different professional groups;

(v) Possess sufficient technical knowledge and expertise to creatively seek and implement solutions to new problems;

(vi) Work independently to maintain equipment across all sites.

(c) The training required to be undertaken by a Mechanical Officer Grade 2 is:

(i) Advanced/Higher training on new equipment for Mechanical Officers.

(ii) Radiation safety training.

(iii) Advanced/Higher CAD software training.

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

140.3 Deputy Chief Mechanical Officer

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

140.4 Chief Mechanical Officer

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

141. Radiation Engineers

141.1 Radiation Engineer Grade 1

(a) An employee who has obtained an Associate Diploma of Engineering, Degree, or any other qualification relevant to radiation engineering.

(b) A Radiation Engineer Grade 1 works with close technical guidance to perform tasks, use tools, schematics, instruments and other equipment needed for general maintenance of Radiation Therapy equipment. They may also maintain stores. A Radiation Engineer at Grade 1 does not work independently and no supervisory responsibilities are required.

(c) The training required to be undertaken by a Radiation Engineer Grade 1 is:

(i) Basic OEM Linac training;

(ii) Physics Radiation Safety Training;

(iii) Radiation Equipment Operator Licence (Issued from the Department of Health).

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

141.2 Radiation Engineer Grade 2

(a) A Radiation Engineer with additional responsibilities to a Grade 1, who works predominantly independently, but with occasional assistance.

(b) A Radiation Engineer Grade 2's duties will include some of the following:

(i) with technical guidance perform diagnostics, limited trouble shooting, fault finding, scheduled maintenance and repairs;

(ii) report and address problems/faults;

(iii) identify and correct system behaviour by using defined calibration procedures;

(iv) limited supervisory requirements.

(c) Once a Radiation Engineer Grade 2 is certified and trained within the scope of Clinac they will:

(i) undertake daily activities at satellite centres within defined parameters;

(ii) participate in an on-call roster.

(d) The training required to be undertaken by a Radiation Engineer Grade 2 is:

(i) successfully complete Higher/Advanced OEM Linac training; and

(ii) various other radiotherapy equipment training such as, but not limited to, Varian TM-2, Varian Multi-leaf collimator (MLC), Varian Clinac portal vision (PV) and on board imaging (OBI).

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

141.3 Radiation Engineers Grade 3

(a) A Radiation Engineer who will normally have at least five (5) years of experience, trained in all Linac Modalities who possesses specific knowledge in radiation therapy treatment systems and working in an area that requires high levels of specialist knowledge.

(b) A Radiation Engineer Grade 3's duties will include some of the following:

(i) work undertaken with limited guidance or within broad guidelines such as carrying out diagnostics, trouble shooting, fault finding, repairs and other related maintenance tasks at all sites;

(ii) providing education, advice and/or support to staff from other disciplines;

(iii) development of technical procedures;

(iv) generation of operational solutions and technical supports for radiation therapy equipment and services.

(c) The training required to be undertaken by a Radiation Engineer Grade 3 is:

(i) successfully complete higher/advanced level OEM Linac training and commence other specialised radiotherapy equipment training as required.

(ii) consolidation of radiation training across the various modalities.

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

141.4 Radiation Engineer Grade 4

(a) A Radiation Engineer who will normally have 10 years Radiation Engineering industry experience. A Radiation Engineer at Grade 4 would possess a

comprehensive knowledge covering the majority (ratio 4:5) of the modalities serviced by the Radiation Engineering department.

(b) A Radiation Engineer Grade 4's duties will include some of the following:

(i) mentoring and tutoring of junior Radiation Engineers;

(ii) specialist/expert within one (1) or more modalities;

(iii) co-ordination and/or management of a specialist portfolio or administrative function e.g. QMS, Policies and procedures, technical reports;

(iv) possessing sufficient technical knowledge and expertise to creatively seek and implement solutions to new problems;

(v) represent the department in multi-disciplinary meetings and external forums.

(c) The training required to be undertaken by a Radiation Engineer Grade 4 is:

(i) be experienced across the majority (ratio 4:5) modalities.

(ii) maintain knowledge and expertise on new and existing equipment across the various modalities.

(iii) be fully trained/competent in OEM and in-house training.

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

141.5 Deputy Chief Radiation Engineer

(a) Radiation Engineer who assists and deputises for the Chief Radiation Engineer and performs all the functions of Grade 4.

(b) The training required to be undertaken by a Deputy Chief Radiation Engineer is:

(i) be experienced across the majority (ratio 4:5) modalities.

(ii) maintain knowledge and expertise on new and existing equipment across the various modalities.

(iii) be fully trained/competent in OEM and in-house training.

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

141.6 Chief Radiation Engineer

A Radiation Engineer responsible for the organisation of the radiation engineering department and supervision of staff.

142. Research Technologists (Research Scientists)

1.8 Trainee (Research Scientist)

An employee who performs research science work and who is engaged in studies leading to a Bachelor of Science Degree, other science degree, or another appropriate or equivalent qualification that would enable them to be employed as a Research Technologist (Research Scientist) Level A. An Employee holding or eligible to hold a Bachelor of Science Degree, other science degree, or another

appropriate or equivalent qualification cannot be employed as a Trainee (Research Scientist) and must be employed at the appropriate Research Technologist (Research Scientist) level.

142.1 Part-time student

The following pay rates will be payable to a Trainee (Research Scientist) that is engaged in part-time study:

Year of Course	Percentage of rate for Level A Research Assistant 1 rate (%)
1st Year of course	50%
2nd Year of course	60%
3rd Year of course	75%
4th Year of course	85%
5th Year of course and thereafter	90%

(a) Provided that a trainee who is 19 years old must receive no less than 53.6% of the Level A Research Assistant 1 wage rate.

(b) Provided that a trainee who is 20 years old must receive no less than 60.3% of the Level A Research Assistant 1 wage rate.

(c) Provided that an adult trainee (age of 21 or over) must receive no less than 80% of the Level A Research Assistant 1 wage rate.

142.2 Full-time student

The following pay rates will be payable to a Trainee (Research Scientist) that is engaged in full-time study:

Year of Course	Percentage of rate for Level A Research Assistant 1 rate (%)
A trainee who is in their 1st year of their course	50%
A trainee who has not passed all of the subjects in the 1st year of their course	60%
A trainee who has passed all of the subjects in the 1st year of their course	75%
A trainee who has not passed all of the subjects in the 2nd year of their course	85%
A trainee who has passed all of the subjects in the 2nd year of their course, and thereafter	90%

A trainee who has not passed all of the subjects of study in the 2nd year of the course who is now in their 3rd year of the course, and thereafter	90%

(a) Provided that a trainee who is 19 years old must receive no less than 53.6% of the Level A Research Assistant 1 wage rate.

(b) Provided that a trainee who is 20 years old must receive no less than 60.3% of the Level A Research Assistant 1 wage rate.

(c) Provided that an adult trainee (age of 21 or over) must receive no less than 80% of the Level A Research Assistant 1 wage rate.

142.3 Level A Research Technologist (Research Scientist)

(a) An employee who holds a Bachelor of Science Degree, other science degree, or another appropriate or equivalent qualification as agreed by the Employer and performs research science work. Provided that:

(i) an Employee who holds a four (4) year undergraduate qualification, or a three (3) year undergraduate qualification and is required to do a 12 month internship will commence at the Level A, Research Assistant 2 rate;

(ii) an Employee who holds or is qualified to hold a Bachelor Honours Degree will commence at the Level A, Research Assistant 2 rate;

(iii) an Employee who holds or is qualified to hold a Masters Degree will commence at the Level A, Research Assistant 4 rate;

(iv) an Employee who is undertaking a Doctoral Degree and who has submitted a relevant research work thesis will commence at the Level A, Research Assistant 5 rate;

(v) an Employee who holds or is qualified to hold a Doctoral Degree will commence at the Level A, Research Assistant 6 Officer 1 rate.

The Employer will not unreasonably withhold its agreement that another qualification is appropriate or is equivalent to a Bachelor of Science Degree or other science degree.

(b) Definitions

In this clause 14 of Section E of this Appendix 4:

(i) a three (3) year undergraduate qualification or four (4) year undergraduate qualification means a qualification assessed as a Bachelor Degree (or equivalent) under the Australian Qualifications Framework level 7 criteria;

(ii) a Bachelor Honours Degree means a qualification assessed as a Bachelor Honours Degree (or equivalent) under the Australian Qualifications Framework level 8 criteria;

(iii) a Masters Degree means a qualification assessed as a Masters Degree (or equivalent) under the Australian Qualifications Framework level 9 criteria; and

(iv) a Doctoral Degree means a qualification assessed as a Doctoral Degree (or equivalent) under the Australian Qualifications Framework level 10 criteria.

142.4 Level B Research Technologist (Research Scientist)

A Research Scientist who, under the general direction of scientific research staff, is required to perform experimental work involving more complex or more specialised activities and requiring the exercise of initiative and judgement. This scientist works within the general framework of a research program and has the appropriate level of laboratory experience.

142.5 Level C Research Technologist (Research Scientist)

A Research Scientist who, in consultation with senior scientific research staff, is required to take charge of experimental work or provide expertise in a key technology which forms a significant component of one (1) or more major scientific projects.

142.6 Level D Research Technologist (Research Scientist)

A Research Scientist who is expected to have extensive research experience and make major original contributions to the research division or in the area they work in and to play a significant role within their profession or discipline. Research Scientists at this level may be appointed in recognition of marked distinction in their area of research or scholarship.

142.7 Level E Research Technologist (Research Scientist)

A Research Scientist who has achieved international recognition through original, innovative and distinguished contribution to their field of research, which is demonstrated by sustained and distinguished performance. Research Scientists at this level will provide leadership in their field of research, within their institution, discipline and/or profession and within the scholarly and research training.

142.8 Level F

The director of the research division.

142.9 Table

Full medical	$30,222.57	17.31% of Level E
½ medical	$15,102.55	8.65% of Level E
Full dental	$15,102.55	8.65% of Level E

Note: The rates in table above are effective 1 March 2022. The rates in this table will be increased in in accordance with the increases in the Level E Research Technologist (Research Scientist) rate of pay.

SCHEDULE 5 – AWARD HEALTH PROFESSIONAL LEVEL 2 AND 3

LEVEL 2

For the purposes of the Award references in this Agreement, the current Health Professional Employee Level 2 classification definition is outlined below:

(a) A health professional at this level works independently and is required to exercise independent judgment on routine matters. They may require professional supervision from more senior members of the profession or health team when performing novel, complex, or critical tasks. They have demonstrated a commitment to continuing professional development and may have contributed to workplace education through provision of seminars, lectures or in-services. At this level the health professional may be actively involved in quality improvement activities or research.

(b) At this level the health professional contributes to the evaluation and analysis of guidelines, policies and procedures applicable to their clinical/professional work and may be required to contribute to the supervision of discipline specific students.

LEVEL 3

For the purposes of the Award references in this Agreement, the current Health Professional Employee Level 3 classification definition is outlined below:

(a) A health professional at this level would be experienced and be able to independently apply professional knowledge and judgment when performing novel, complex, or critical tasks specific to their discipline. At this level health professionals will have additional responsibilities.

(c) An employee at this level:

(i) works in an area that requires high levels of specialist knowledge and skill as recognised by the employer;

(ii) is actively contributing to the development of professional knowledge and skills in their field of work as demonstrated by positive impacts on service delivery, positive referral patterns to area of expertise and quantifiable/measurable improvements in health outcomes;

(iii) may be a sole discipline specific health professional in a metropolitan, regional or rural setting who practices in professional isolation from health professionals from the same discipline;

(iv) is performing across a number of recognised specialties within a discipline;

(v) may be accountable for allocation and/or expenditure of resources and ensuring targets are met and is responsible for ensuring optimal budget outcomes for their customers and communities;

(vi) may be responsible for providing regular feedback and appraisals for senior staff to improve health outcomes for customers and for maintaining a performance management system; and

(vii) is responsible for providing support for the efficient, cost effective and timely delivery of services.

APPENDIX 5 – LETTER OF OFFER

The letter of offer will include the following information:

1. the name of the Employer;
2. the Employee's classification, increment and job title;
3. the location/s where the Employee is to be situated;
4. the Employee's mode of employment (whether full-time, part-time, fixed term or casual etc);
5. the name of this Agreement, which contains the Employee's terms and conditions of employment;
6. the Employee's fortnightly hours (full or part-time Employees) and that additional ordinary time shifts may be worked by a part-time Employee by mutual agreement with the Employer;
7. that shifts will be worked in accordance with a roster;
8. for part-time Employees:
    a. the agreed upon:
        i. regular pattern of work, specifying at least the hours worked each day;
        ii. which days of the week the Employee will work;
        iii. the actual starting and finishing times each day;
    b. that payment of additional shifts will not be at casual rates; and
    c. that any variation to the regular pattern of work must be by agreement between the Employer and the Employee and will be recorded in writing;
9. a statement to the effect that employment is ongoing unless a genuine fixed term appointment is proposed, and, where a genuine fixed term is proposed, the reason the role is genuine fixed term employment, the duration of the fixed term and the rights of an incumbent Employee (if relevant);
10. the date of commencement;
11. acknowledgment and details (where applicable) of prior service/entitlements to personal leave, long service etc.;
12. relevant allowances payable; and
13. other information as required depending on the nature of the position.

APPENDIX 6 – CERTIFICATE OF SERVICE

CERTIFICATE OF SERVICE

[Name of Institution] [date]

This is to certify that [Name of Employee] has been employed by this institution/society/board for a period of [years/months/etc.] from [date] to [date].

Specify hereunder full details of any additional service with a different Institution or Statutory Body that was recognised by [Name of employer]:

……..

Specify hereunder full details of paid leave, unpaid leave or absences (including whether any such period constitutes Continuous Service), and periods represented by a payment made in lieu of leave or a transfer of leave upon termination of employment:

……..

Specify hereunder full details of long service leave granted during service or on termination:

……..

Signed ……[Stamp of institution]

VHIA
Victorian Hospitals' Industrial Association
88 Maribyrnong Street, Footscray VIC 3011 ABN 77 538 927 547
Switchboard 03 9861 4000 Employment Advice 1800 729 329
Email vhia@vhia.com.au www.vhia.com.au

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2022/4550

Applicant:

Victorian Hospitals' Industrial Association (**VHIA**)

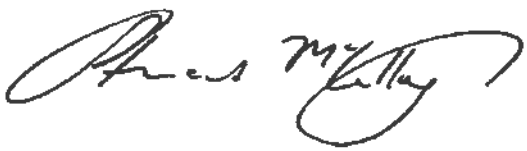
Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Stuart McCullough, Chief Executive Officer of VHIA (88 Maribyrnong Street, Footscray, Victoria) have the authority given to me by the Employers listed in Appendix A to give the following undertakings with respect to the *Allied Health Professionals (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2021-2026* ("the Agreement"):

1. An Employee classified as a Medical Imaging Technologist (Radiographer), Nuclear Medicine Technologist or Radiation Therapy Technologist (Radiation Therapist) - 3 year degree will receive no less than the Health Professional Employee Level 1, Pay Point 2 (3 year degree entry) base rate of pay in the *Health Professionals and Support Services Award 2020*.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



11 November 2022