



DECISION

Fair Work Act 2009

s.185 - Application for approval of a multi-enterprise agreement

Victorian Hospitals' Industrial Association
(AG2019/537)

VICTORIAN COMMUNITY HEALTH SECTOR (AUDIOLOGISTS, DIETITIANS, PHARMACISTS & PSYCHOLOGISTS) 2018-2021

Health and welfare services

DEPUTY PRESIDENT COLMAN

MELBOURNE, 16 AUGUST 2019

Application for approval of the Victorian Community Health Sector (Audiologists, Dietitians, Pharmacists & Psychologists) 2018-2021

[1] Victorian Hospitals' Industrial Association has made an application for approval of an enterprise agreement known as the *Victorian Community Health Sector (Audiologists, Dietitians, Pharmacists & Psychologists) 2018-2021* (the Agreement) in their capacity as a bargaining representative for the employer bound by the Agreement. The application was made pursuant to s 185 of the *Fair Work Act 2009* (the Act). The agreement is a multi-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.

[3] Subject to the undertakings referred to above, and on the basis of the material contained in the application and accompanying statutory declaration, I am satisfied that each of the requirements of ss 186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The consultation provision in the Agreement does not address consultation in relation to changes to regular rosters or ordinary hours of work (see s 205(1)(a)(ii)). I am required by s 201(1)(b) to note that, pursuant to s 205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] The Health Services Union of Australia (HSU), being a bargaining representative for the Agreement, has given notice under s 183 of the Act that it wants the Agreement to cover it. In accordance with s 201(2) and based on the statutory declaration provided by the organisation, I note that the Agreement covers the organisation.

[6] The company and HSU together advised the Commission that the Agreement contains an obvious typographical error. The rate of pay for Psychologist Grade 2, Year 4 in Schedule C should read '\$1,771.20' not '\$1,717.20'. I allow the parties' requested correction of this error in the Agreement under s 586(a), being a document related to a matter before the Commission.

[7] The Agreement was approved on 16 August 2019 and, in accordance with s 54, will operate from 23 August 2019. The nominal expiry date of the Agreement is 31 December 2021.



DEPUTY PRESIDENT

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Annexure A



Victorian Hospitals' Industrial Association

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14 August 2019

Deputy President Colman
Fair Work Commission
11 Exhibition Street
Melbourne, VIC, 3000

Dear Deputy President,

Undertakings – Victorian Community Health Sector (Audiologists, Dietitians, Pharmacists & Psychologists) Multi-Employer Enterprise Agreement 2018 – 2021 (AG2019/537)

I, Stuart McCullough, of 88 Maribyrnong Street Footscray in the State of Victoria, say as follows:

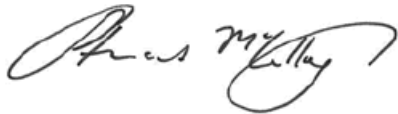
1. I am the Chief Executive Officer of the Victorian Hospitals' Industrial Association (VHIA).
2. VHIA is the bargaining representative of each of the Employers listed in Schedule B and who are proposed to be covered by the *Victorian Community Health Sector (Audiologists, Dietitians, Pharmacists & Psychologists) Multi-Employer Enterprise Agreement 2018 – 2021*.
3. VHIA is authorised to give the following undertaking on behalf of each of the Employers, and gives these undertakings on behalf of each of the Employers pursuant to subsection 190(3) of the *Fair Work Act 2009*:
 - (i) With respect to the minimum rates of pay provided in the *Health Professionals and Support Services Award 2010* ('the Award'):

The Employer agrees that employees will be paid more than the Award, and that the Employer will pay more than the Award rate in the below table from 1 June 2018 for those classifications prescribed.

Agreement Classification	Agreement Rate (as at 1 June 2018)	Award translation	Award Rate (as at 1 June 2018)
Pharmacy Students	\$300.33	Support Services Employee Level 1	\$738.80

- (ii) With respect to overtime for a part time employee who is required to work in excess of their agreed hours (Clause 43):

Where a part-time employee is required to work in excess of their agreed hours, they will receive overtime in accordance with clause 43 of the Agreement.

A handwritten signature in black ink, appearing to read 'Stuart McCullough', with a stylized flourish at the end.

Stuart McCullough
Chief Executive Officer
14 August 2019

Note – the model consultation term is taken to be a term of this agreement. This agreement is to be read together with undertakings given by the employers. The undertakings are also taken to be a term of the agreement. A copy of these terms can be found at the end of the agreement.

VICTORIAN COMMUNITY HEALTH SECTOR (AUDIOLOGISTS, DIETITIANS, PHARMACISTS & PSYCHOLOGISTS) MULTI- EMPLOYER ENTERPRISE AGREEMENT 2018 - 2021

PART A – APPLICATION AND OPERATION OF THE AGREEMENT

1 Titles

This agreement shall be known as the *Victorian Community Health Sector (Audiologists, Dietitians, Pharmacists & Psychologists) 2018 – 2021*.

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4 Definitions

4.1 In this Agreement:

- (a) **Act** means the Fair Work Act 2009.
- (b) **ADO** means Accrued Day Off
- (c) **Agreement** means the *Victorian Community Health Sector (Audiologists, Dietitians, Pharmacists & Psychologists) 2018 – 2021*.
- (d) **Audiologist** if graduated prior to May 1999, is a university graduate who has completed a graduate diploma in audiology approved by the Audiological Society of Australia, or if graduated in May 1999 or thereafter, is a university graduate who has completed a masters degree in audiology approved by the Society, and who is eligible for membership of the Audiological Society of Australia.
- (e) **Dietitian** means a person who is eligible for full membership of the Dietitians Association of Australia.
- (f) **Employer** shall mean an employer listed in Schedule B – **List of Employers** of this Agreement.
- (g) **FFPPOA** means the beginning of the first full pay period commencing on or after a particular date.

- (h) **FWC** means the Fair Work Commission.
- (i) **Higher Qualifications Allowances** shall mean allowances prescribed by Schedule D – **Classification Descriptors and Higher Qualification Allowances** of this Agreement and shall form part of the employees' base salary for all purposes
- (j) **NES** means the National Employment Standards, as set out in the Fair Work Act 2009;
- (k) **PBA** means Psychology Board of Australia.
- (l) **Pharmacist** means a person registered as such under the *Health Practitioner Regulation National Law Act* and any successor legislation and whose name appears on the register of the Pharmacy Board of Australia.
- (m) **Student Pharmacist** means a person undertaking the course of Bachelor of Pharmacy at the Victorian College of Pharmacy, Monash University, and who has not completed the Pharmacy III examinations.
- (n) **Pharmacist Intern** means a person who has completed the course of Bachelor of Pharmacy at the Victorian College of Pharmacy, Monash University, or an equivalent Pharmacy course recognised by the Pharmacy Board of Victoria, and who is undergoing the practical training prescribed by the Pharmacy Board, prior to registration as a Pharmacist.
- (o) **Trainee Pharmacist** means Pharmacist Intern.
- (p) **Psychologist** means a person registered as a Psychologist by the Australian Health Practitioner Agency in partnership with the Psychology Board of Australia, including psychologists with provisional registration.
- (q) **Service** for the purposes of this Agreement means a year of employment shall be deemed to be unbroken notwithstanding:
 - ~~(i)~~ any Annual Leave or Long Service Leave taken therein;
 - ~~(ii)~~ any interruption or ending of the employment by the institution if such interruption or ending is made with the intention of avoiding obligations in respect of Annual Leave or Long Service Leave;
 - ~~(iii)~~ any absence from work on account of Personal Leave or Family Violence Leave;
 - ~~(iv)~~ any absence on account of injury arising out of or in the course of the employment of the employee for a period during which payment is made under clause 37.5(e) - Accident Pay;
 - ~~(v)~~ any absence on account of leave (other than Annual Leave or Long Service Leave) granted, imposed or agreed to by the institution;
 - ~~(vi)~~ any absence on any other account not involving termination of employment.
- (r) In calculating a year of employment any absence of a kind mentioned in clauses 4.1(q)(i), 4.1(q)(ii), 4.1(q)(iii) and 4.1(q)(iv) of this sub-clause shall be counted as part of the year of employment but in respect to absences of a kind mentioned in paragraphs 4.1(q)(v) and 4.1(q)(vi) and of this clause it will be necessary for the employee, as part of their qualification for Annual Leave and Long Service Leave to serve such additional period as equals the period of such absences.
- (s) Service with any entity covered by the Victorian Public Health Sector (Medical Scientists, Pharmacists and Psychologists) Single Interest Enterprise Agreement 2018-2021, the Medical Scientists Pharmacists and Psychologists (Public Sector – Victoria) Award 2003, Kilmore District Hospital or Djerriwarrh Health Services shall

count as service with an Employer listed in Schedule B – **List of Employers** of this Agreement for the purposes of Long Service Leave, Personal Leave and Parental Leave.

- (t) **SHPA** shall mean the Society of Hospital Pharmacists of Australia
- (u) **Shiftworker** – for the purposes of the NES, a shiftworker is an employee who works for more than four ordinary hours on 10 or more weekends during the year in which their annual leave accrues.
- (v) **Union** shall mean the Health Services Union.
- (w) **Week** for the purpose of this Agreement a week shall be deemed to commence at midnight on a Sunday.

5 Incidence & Coverage

5.1 This agreement covers:

- (a) Those employers listed at Schedule B – **List of Employers**;
- (b) Each and every person employed by any of the Employers listed at Schedule B – **List of Employers**, who is a member or is eligible to be a member of the Union and is employed in any of the classifications set out in this Agreement; and
- (c) The Union if it is named by Fair Work Commission as a party covered by this Agreement in accordance with section 183 of the *Fair Work Act 2009*.

6 Commencement & Operation of Agreement

- 6.1 This Agreement shall come into effect seven days from the date of approval by Fair Work Commission.
- 6.2 Wages come into operation from the beginning of the first full pay period commencing on or after 1 June 2018.
- 6.3 This Agreement will nominally expire on 31 December 2021.
- 6.4 The Agreement will continue to operate after the nominal expiry date in accordance with the provisions of the *Fair Work Act 2009* (Cth).
- 6.5 The negotiations for a replacement agreement shall commence three (3) months prior to the nominal expiry date of this Agreement, provided that any claim made during this period is not supported by industrial action.

7 Savings

- 7.1 Nothing in this Agreement will diminish any existing entitlement of any employee covered by this Agreement, except where expressly varied by this Agreement.
- 7.2 This Agreement is not intended to exclude any part of the NES or to provide any entitlement which is detrimental to an employee's entitlement under the NES. For the avoidance of doubt, the NES prevails to the extent that any aspect of this Agreement would otherwise be detrimental to an employee.

8 No Extra Claims

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

9 Anti-Discrimination

- 9.1** It is the intention of the Parties to this Agreement to achieve the principal object in section 3(e) of the *Fair Work Act 2009* through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 9.2** Accordingly, in fulfilling their obligations under the procedures in clause 16 (Dispute Resolution Procedure), the Parties must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- 9.3** Nothing in this clause is to be taken to affect.
- (a) any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
 - (b) an Employee, Employer or Registered Organisation pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;
 - (c) any exemptions provided under the *Fair Work Act 2009*.

10 Prevention and Management of Workplace Bullying

- 10.1** The parties to this Agreement are committed to the prevention of workplace bullying.
- 10.2** The Employer will maintain policies and procedures to proactively prevent and manage workplace bullying in accordance with the *Victorian Occupational and Health Safety Act 2004* and the WorkSafe publication, 'Preventing and Responding to Bullying at Work' June 2009 (as amended from time to time).
- 10.3** Those policies, and the documents referred to in sub clause 10.2, are not incorporated into this Agreement.

11 Relationship to Previous Agreements, Awards and the National Employment Standards

- 11.1** This is a comprehensive agreement that operates to the exclusion of any award or enterprise agreement which previously applied to the employees covered by this agreement.
- 11.2** The schedules attached to this Agreement form part of this Agreement.
- 11.3** Where clauses have been re-written and there is a dispute at a later date as to their intent or meaning, regard will be had to the antecedent documents and decisions arising from them. The antecedent documents for the purposes of this sub-clause are:

- (a) The Public Health Sector (Medical Scientists, Pharmacists and Psychologists) Multi-Enterprise Agreement 2008-2011; and
- (b) The Public Community Health Sector Enterprise Agreement 2012-2016; and
- (c) The provisions of the Medical Scientists, Pharmacists and Psychologists (Public Sector – Victoria) Award 2003 as at 31 January 2007;
- (d) any predecessor documents to a Schedule; and
- (e) any documents provided to FWC at the time of approval.

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

12 Posting of Agreement

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

PART B – CONSULTATION & DISPUTE RESOLUTION PROCEDURE

13 Consultation

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

13.1 Consultation regarding major change

- (a) With the exception of DPV Health Ltd, all other employers listed in schedule A shall apply the provisions of sub-clause 13.1(c) and 13.1(d)
- (b) DPV Health Ltd shall apply the terms of Schedule E – **DPV Health and the Health Services Union (Organisational Change) Agreement** as though they were the terms of this Agreement.
- (c) Where an Employer proposes a major workplace change in its program organisation, structure or technology 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) before any proposed change occurs.
- (d) The Employer shall discuss with the affected employees and their representatives, which may include the Union, amongst other things:
 - (i) the introduction of changes that are likely to have significant effect on employees;
 - (ii) the effects such changes are likely to have on employees;
 - (iii) the reasons for any proposed redundancies and measures to avert or mitigate adverse effects of such changes on employees.
- (e) For the purposes of such discussion, the Employer shall provide in writing to the affected employees and their representatives which may include the Union:
 - (i) all relevant information about the changes, including the nature of the changes proposed;
 - (ii) reasons for any proposed redundancies and the number of employees and categories likely to be affected; and
 - (iii) the expected effects of the changes on employees and other matters that may impact on them and shall not be required to disclose confidential information the disclosure of which would be contrary to the Employer's interests.
- (f) For the avoidance of doubt subclause 15.1 of clause 15 (Redundancy and Associated Entitlements) shall also apply.

13.2 Consultation regarding technological change (all classifications except Psychologists)

- (a) For the purpose of this clause, the following definitions apply:
 - (i) **Technological Change** means the introduction, alteration or replacement of pharmaceutical or scientific instruments, computers, or work practices ancillary to the use of such equipment, which change, if implemented by an Employer,

may have material effects in or on the employment of persons to which this Agreement applies.

- (i) **Pharmaceutical or Scientific Instrument/Computer** means an electronic device which is capable of receiving specimens, facts or data, processing or performing calculations on those specimens or data, and delivering answers or information in the required format for use by a person, or to control the operations of other machines or scientific instruments or computers.
- (ii) **Material Effects** means the termination of employment, the elimination or diminution of job opportunities, promotional opportunities, job tenure or the use of skills, the alteration of hours of work, and the need for retraining or transfer of employees to other work or locations.
- (v) **Employer** means the employing institution and/or the authorised agent of the institution who is responsible for the performance of any act coming within the meaning of this clause.

13.3 Notification

- (a) When the Employer instructs or commissions employees, consultants or suppliers or any other persons to carry out an investigation of the feasibility of technological or organisational change or personally commences such an investigation, the Employer shall notify:
 - (i) the representatives of the employees which may include the Union, and
 - (ii) in any case where the Employer is able to identify the employee (s) who may be materially affected in their employment by the change, those employees;that the investigation is being undertaken and specify the Employer's principal objective or objectives of such investigation.

13.4 Consultation during feasibility investigation

- (a) During the course of any feasibility investigation, the Employer shall:
 - (i) keep the parties who have been notified pursuant to clause 13.3(a) informed; and
 - (ii) when requested in writing by such employees or their representatives to do so, consult with them about any technological change being considered, any material effect which might ensue and alternative proposals which might eliminate or lessen such effects.

13.5 Decision to implement

- (a) If an Employer decides to implement technological change, the employees who may be materially affected in their employment by the change, and any employee representatives which may include the Union, will be notified by the Employer as soon as possible thereafter.
- (b) After notifying the decision, the Employer will inform the employees who have been notified, and their representatives, which may include the Union of the nature and extent of likely material effects, will consult with them about the proposed change, the reasons for it and any alternative proposals which, if implemented, might eliminate or lessen likely material effects.

13.6 Information

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

13.7 Method of notification

- (a) All notifications and information to the Union will be addressed in writing to the Secretary or to such other official thereof as designated by the said Secretary.
- (b) All notifications and information to employees shall be in writing.

13.8 Consultations

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

14 Notice of Termination

14.1 Notice of termination by Employer

- (a) In order to terminate the employment of an employee the Employer must give to the employee 4 weeks notice of termination.
- (b) In addition to the notice in 14.1(a), employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.
- (c) Payment in lieu of the prescribed notice in 14.1(a) and 14.1(b) must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the Employer making payment for the remainder of the period of notice.
- (d) The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the Employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:
 - (i) the employee's ordinary hours of work (even if not standard hours); and
 - (ii) the amounts ordinarily payable to the employee in respect of those hours including (for example) allowances, loading and penalties; and any other amounts payable under the employee's contract of employment.
- (e) The period of notice in this clause does not apply:
 - (i) in the case of dismissal for serious misconduct;
 - (ii) to employees engaged for a specific period of time or for a specific task or tasks;
 - (iii) to Casual and Locum employees;
- (f) Continuous Service is defined in clause 55 Long Service Leave

14.2 Notice of termination by an employee

- (a) The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- (b) If an employee fails to give the notice specified in 14.2(a) the Employer has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under clause 14.1(d).

14.3 Job search entitlement

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

15 Redundancy & Associated Entitlements

15.1 Redeployment

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

15.2 Discussions before terminations

- (a) Where, an employer makes a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone and this not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the employer shall hold discussions with the employees directly affected and, if requested by them, with the Union.
- (b) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of sub-clause 15.2(a) above and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.
- (c) For the purposes of the discussion the employer shall, as soon as is practicable, provide in writing to the employees concerned and, if requested by them, the Union, all relevant information about the proposed terminations including:
 - (i) the reasons for the proposed terminations,
 - (ii) the number and categories of employees likely to be affected, and
 - (iii) the number of workers normally employed and the period over which the terminations are likely to be carried out.

provided that an employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

15.3 Definitions

For the purpose of this clause:

- (a) **Business** includes trade, process, business or occupation and includes part of any such business.

- (b) **Redundancy** occurs where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.
- (c) **Small employer** means an employer who employs fewer than 15 employees.
- (d) **Suitable vacancy** means a position classified at the employee's substantive level where the employee will be able to satisfactorily carry out the duties of that position with a reasonable amount of training.
- (e) **Transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.
- (f) **Week's pay** means the ordinary time rate of pay inclusive of Higher Qualifications Allowances, regular casual loadings and any over-Agreement payments where a component of ordinary pay applicable to the employee concerned. Provided that such rate shall exclude:
 - (i) overtime;
 - (ii) penalty rates;
 - (iii) disability allowances;
 - (iv) shift allowances;
 - (v) special rates;
 - (vi) fares and travelling time allowances;
 - (vii) bonuses; and
 - (viii) any other ancillary payments of a like nature.

15.4 Transfer to lower paid duties

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

15.5 Severance pay

An employee whose employment is terminated by reason of redundancy is entitled to the following minimum amounts of severance pay in respect of a period of continuous service:

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

Period of continuous service	Severance pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

- (a) Week's pay is defined in clause 15.3(f).
- (b) Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.
- (c) Continuity of service shall be calculated in the manner prescribed by clause 55 Long Service Leave.
- (d) Application may be made for variation of the severance pay provided for in this clause in a particular redundancy situation in accordance with the Redundancy Case Decision [PR032004, 26 March 2004] and the Redundancy Case Supplementary Decision [PR062004, 8 June 2004].

15.6 Employee leaving during notice period

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

15.7 Alternative employment

- (a) An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.
- (b) This provision does not apply in circumstances involving transmission of business as set in clause 15.9.

15.8 Job search entitlement

- (a) During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- (c) The job search entitlements under this subclause apply in lieu of the provisions of 14.3.

15.9 Transmission of business

- (a) Where a business is transmitted from one employer to another, the period of continuous service that the employee had with the transmittor or any prior transmittor is deemed to be service with the transmittee. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.
- (b) The provisions of this clause are not applicable where a business is before or after the date of this Agreement, transmitted from an employer (in this subclause called the transmittor) to another employer (in this subclause called the transmittee), in any of the following circumstances:
 - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or
 - (ii) where the employee rejects an offer of employment with the transmittee:
 - in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
 - which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.
- (c) The Commission may vary sub clause 15.9(b) if it is satisfied that this provision would operate unfairly in a particular case.

15.10 Employees exempted

- (a) This clause does not apply to:
 - (i) employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
 - (ii) probationary employees;
 - (iii) employees engaged for a specific period of time or for a specified task or tasks;
 - (iv) Relieving Casual or Locum employees.

15.11 Incapacity to pay

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

16 Dispute Resolution Procedure

16.1 Resolution of disputes and grievances

- (a) For the purpose of this clause 16, a dispute includes a grievance.
- (b) This dispute resolution procedure will apply to any dispute arising in relation to:
 - (i) this Agreement;

(iii) the NES .

must be dealt with in accordance with this clause.

- (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.

16.2 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 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 his or her 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 clause.

16.3 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 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.

16.4 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 Employee/s and the relevant supervisor;
 - (ii) where the dispute or grievance is about the conduct of the employee(s)' immediate supervisor the employee(s) may first discuss the matter with another representative of the employer
 - (iii) if the dispute is still unresolved, by discussions between the Employee/s and more senior levels of local management.
- (b) The discussions at subclause 16.4(a) will take place within fourteen days or such longer period as mutually agreed, save that agreement will not be unreasonably withheld.

- (c) If a dispute cannot be resolved at the workplace 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.

16.5 Disputes of a collective character

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.

16.6 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; or
 - (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 substantial reason to refuse to regard conciliation as complete.

16.7 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 16.8 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.

16.8 Conduct of matters before the Commission

Subject to any agreement between the parties to the dispute in relation to a particular dispute or grievance and the provisions of this clause, in dealing with a dispute or grievance through conciliation or arbitration, 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.

17 Discipline

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

17.2 Investigative procedure

- (a) The Employer will advise the employee of the concerns in question and any allegation in writing and conduct a fair investigation having proper regard to procedural fairness and the factors set out below.
- (b) The Employer shall not de-identify complainants other than in exceptional circumstances where there is a risk to the personal safety of the complainant if their identity were disclosed.

17.3 Procedural factors

Important procedural factors at this point in time, include:

- (a) The Employer must take all reasonable steps to give the employee a reasonable opportunity to answer any concerns or allegations.
- (b) The reason for any interview is to be explained.
- (c) The employee is to be provided with any material which forms the basis of the concerns and any allegation against them and given a reasonable time to respond.
- (d) If the employee raises an issue in their response to the Employer's concerns or allegations, that warrants further investigation, the Employer shall take reasonable steps to investigate the matter.
- (e) A representative of the employee, who may include a union representative, shall be present if desired by either party at all interviews or meetings conducted by the Employer, or conducted on the Employer's behalf, pursuant to this clause.

17.4 Disciplinary procedure

- (a) If following the investigation, the Employer reasonably considers that the employee's conduct may warrant disciplinary steps being taken, the Employer will notify the employee in writing of the basis of its view and any allegation and meet with the employee.
- (b) In considering whether the employee should be disciplined the Employer will consider:
 - (i) whether there is a valid reason related to the conduct of the employee arising from the investigation justifying the disciplinary process;
 - (ii) whether the employee knew or ought to have known that the conduct was below acceptable standards; and
 - (iii) any explanation by the employee relating to conduct

17.5 Possible outcomes

- (a) Where it is determined that after following the procedures in this clause that disciplinary action is warranted, the Employer may take any of the following steps depending on the seriousness of the conduct:
 - (i) counsel the employee, with the counselling recorded on the employee's personnel file;
 - (ii) give the employee a first written warning and a record of the warning recorded on the personnel file;
 - (iii) where the employee is counselled or given a first written warning, the Employer shall provide and discuss strategies and guidelines with that employee to help them meet required standards.

- (iv) 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;
- (v) 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;
- (b) Terminate the employee with notice in the case of an employee who repeats a course of conduct for which a final warning was given in the preceding 18 months
- (c) Terminate the employee without notice where the conduct is serious misconduct (as defined for the purposes of the Fair Work Act) that is wilful and deliberate. In this case, the Employer may issue the employee with a final warning as an alternative to dismissal
- (d) The Employer's decision and a summary of its reasons will be notified to the employee in writing.
- (e) Except for sub-clause 17.5(c), if after any warning, a period of 12 or 18 months elapses (as relevant) without any further warning being required, all adverse reports relating to the warning must be removed from the employee's personnel file.
- (f) A dispute over the clause is to be dealt with in accordance with the Dispute Settling Procedure of this Agreement.

17.6 Distribution of procedures

- (a) Employers will formulate policies and practices in accordance with these procedures, which shall be circulated to all employees.
- (b) Such policies are not incorporated into this Agreement and may be amended from time to time by each Employer.
- (c) All new employees shall be handed a copy of these procedures on commencement of employment.

18 Individual Flexibility Arrangement

- 18.1** An employee and the employer may enter into an individual flexibility arrangement pursuant to this clause in order to meet the genuine needs of the employee and employer. An individual flexibility arrangement must be genuinely agreed to by the employee and employer.
- 18.2** An individual flexibility arrangement may vary the effect of one or more of the following terms of this enterprise agreement:
 - (a) arrangements for when work is performed;
 - (b) professional development leave;
 - (c) higher duties.
- 18.3** An employee may nominate a representative to assist in negotiations for an individual flexibility arrangement.
- 18.4** The employer must ensure that any individual flexibility arrangement will result in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to.

- 18.5** The employer must ensure that an individual flexibility arrangement is in writing and signed by the employee and employer. If the employee is under 18, the arrangement must also be signed by a parent or guardian of the employee.
- 18.6** The employer must give a copy of the individual flexibility arrangement to the employee within 14 days after it is agreed to.
- 18.7** The employer must ensure that any individual flexibility arrangement sets out:
- (a) the terms of this enterprise agreement that will be varied by the arrangement;
 - (b) how the arrangement will vary the effect of the terms;
 - (c) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (d) the day on which the arrangement commences.
- 18.8** The employer must ensure that any individual flexibility arrangement:
- (a) is about matters that would be permitted matters under section 172 of the *Fair Work Act 2009* if the arrangement were an enterprise agreement;
 - (b) does not include any term that would be an unlawful term under section 194 of the *Fair Work Act 2009* if the arrangement were an enterprise agreement; and
 - (c) provides for the arrangement to be terminated:
 - [i] by either the employee or employer giving a specified period of written notice, with the specified period being not more than 28 days; and
 - [ii] at any time by written agreement between the employee and employer.
- 18.9** An individual flexibility arrangement may be expressed to operate for a specified term or while the employee is performing a specified role (such as acting in a specified higher position).
- 18.10** Such an arrangement will terminate on expiry of the specified term or when the employee ceases to perform the specified role, unless terminated earlier on notice or by agreement.

19 Flexible Working Arrangements

- 19.1** The Act entitles specified Employees to request flexible working arrangements in specified circumstances.
- 19.2** The specified Employees are:
- (a) full time or part Employees with at least 12 months continuous service; and
 - (b) long term casual Employees with a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.
- 19.3** The specified circumstances are if 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* 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.

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

- 19.4** Requests made under this clause must be made in writing and set out the details and reasons for the changes sought.
- 19.5** Where a request for flexible work arrangements is made under this clause, the Employer must provide a written response to the request within 21 days stating whether the Employer grants or refuses the request., 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
- 19.6** The Employer's written response must include details of the reasons for any refusal. An employer may only refuse the request on reasonable business grounds.
- 19.7** The dispute resolution procedure in the Agreement will apply to any dispute / grievance arising in relation to a request for flexible working arrangements.

PART C – TYPES OF EMPLOYMENT AND OTHER MATTERS

20 Types of Employment

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

- (a) full-time employees;
- (b) regular part-time employees;
- (c) casual employees;
- (d) fixed-term employees; and

20.2 At the time of engagement an Employer shall inform each employee of the terms of their engagement, and in particular, whether they are full-time, regular part-time, casual or fixed term employee.

20.3 Notification of classification

- (a) Each Employer shall notify each employee in writing on commencement of their employment of their classification and terms of employment.
- (b) Each Employer shall notify each employee of any alteration to their classification in writing no later than the operative date of such alteration.

21 Full-time Employment

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

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

22 Regular Part-Time Employment

22.1 An Employer may employ regular part-time employees in any classification in this Agreement. A regular part-time employee is a person 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; and
- (c) receives, on a pro rata basis, equivalent pay and conditions to those for full-time employees who do the same kind of work.

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

- (a) a regular pattern of work, specifying the hours worked each day;
- (b) which days of the week the employee will work; and

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

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

22.4 Regular part-time employees shall be paid:

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

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

22.5 For Pharmacists per hour worked at an amount equal to 1/38th of the weekly rate appropriate to the employee's classification, and payment in respect of any Annual Leave or Long Service leave to which an employee may become entitled shall be on a pro rata basis.

22.6 Payment in respect of any period of paid Personal Leave (where an employee has accumulated an entitlement) shall be made according to the number of hours the employee would have worked on the day or days on which the leave was taken so as not to reduce the employee's wage below that level which such employee would have received had such employee not been absent.

23 Casual Employment

23.1 An Employer may employ casual employees in any classification in this Agreement subject to this clause.

23.2 A Casual employee is a person who is either a Casual employee or a Locum Pharmacist as defined in subclause 23.5 and 23.8.

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

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

23.5 A Casual employee is a direct employee engaged in relieving work of a casual nature and whose engagement is terminable by an Employer in accordance with the Employer's requirements without the requirement of prior notice by either party.

23.6 A Casual employee is paid per hour worked an amount equal to 1/38 of the weekly salary as set out in this Agreement appropriate to the class of work performed plus 25%; or 75% on weekends and public holidays;

23.7 Except for the provisions of clause 51.8 and as provided in clause 55, a Casual employee is not entitled to Annual Leave, Long Service Leave, or Personal Leave

23.8 Locum employment (Pharmacists only)

(a) A Locum is a Pharmacist who is a:

(i) temporary employee engaged in work of a casual nature or to relieve any full-time, or

(ii) part-time employees during their absences from work, and

- (iii) whose engagement is terminable by an Employer in accordance with the Employer's requirements without the prior notice of either party.
- (b) A Locum employee shall be paid per hour worked an amount equal to 1/38th of the weekly wage prescribed for the class of work done with the addition of 25% provided that the provisions of clauses 39–Hours of Work, 40–Shift Work and 43–Overtime including Saturday and Sunday work, shall apply to Locum employees.
- (c) Locum employees shall not be entitled to the provisions of clauses in this Agreement relation to Personal/carers leave, Termination of Employment, Annual Leave, Jury Service, or Examination Leave.

24 Casual Conversion

- 24.1** Where a casual Employee has worked shifts on a regular and systematic basis over 26 weeks or more, the Employer and Employee recognise that the Employee may be more properly classified as a part-time or full-time Employee.
- 24.2** An Employee will not be considered to be working on a regular and systematic basis where the shifts the Employee has been working are replacing an Employee on an absence (including but not limited to parental leave, long service leave, workers compensation leave and personal/carers's leave) or a flexible working arrangement.
- 24.3** Either the Employer or the Employee may request in writing the conversion to full-time or part-time employment (whichever is applicable) and such request will not be unreasonably refused by either party.
- 24.4** A written response will be provided no later than 21 days from the date of a request (by either an Employee or Employer) Where the request is refused, the written response will include reasons for the refusal. Where the Employer makes the request under sub-clause 20.3, at the time of making the request the Employer will also notify the Employee in writing of their obligations under this sub-clause 20.4.
- 24.5** Where an Employee converts from casual to full-time or part-time employment, the Employee's minimum weekly hours will be those worked on a regular and systematic basis as described in subclauses 20.1 and 20.2 above, and the provisions of sub-clause 19.2 Full-time Employment or sub-clause 19.3 Part-time employment (whichever is relevant) will apply.
- 24.6** Where such a conversion occurs, the Employee will be provided in writing with a revised contract of employment or letter of appointment including any period/s of casual employment with the Employer.

25 Fixed term employees

Fixed term employment may only be used for true fixed term arrangements including special projects, post-graduate training, graduate year positions, parental and long service leave relief.

26 Transition to Retirement

- 26.1** An Employee may advise their Employer in writing of their intention to retire within the next five years and participate in a retirement transition arrangement.

- 26.2** Transition to retirement arrangements may be proposed and, where agreed, implemented as:
- (a) a flexible working arrangement (see clause 19 (Flexible Working Arrangements)),
 - (b) in writing between the parties, or
 - (c) any combination of the above.
- 26.3** A transition to retirement arrangement may include but is not limited to:
- (a) a reduction in their EFT;
 - (b) a job share arrangement;
 - (c) working in a position at a lower classification or rate of pay
- 26.4** The Employer will consider, and not unreasonably refuse, a request by an Employee who wishes to transition to retirement:
- (a) to use accrued Long Service Leave (LSL) or Annual Leave for the purpose of reducing the number of days worked per week while retaining their previous employment status; or
 - (b) be appointed to a role which that has a lower hourly rate of pay or hours (post transition role), in which case:
 - (i) the Employer will preserve the accrual of LSL at the time of reduction in salary or hours; and
 - (ii) where LSL is taken or paid out in lieu on termination, the Employee will be paid LSL hours at the applicable classification and grade, and at the preserved hours, prior to the post transition role until the preserved LSL hours are exhausted.

27 Transmission of Business

- 27.1** Where a business is before or after the date of this Agreement transmitted from an Employer (in this clause called the transmittor) to another Employer (in this clause called the transmittee) and an employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee:
- (a) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (b) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- 27.2** In this clause business includes trade, process, business or occupation and includes any part of any such business and transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

28 Union Matters

28.1 Access to new employees - Orientation

- (a) For the purposes of facilitating the orientation of new employees and in particular familiarizing such employees with this Agreement the Union shall be provided, in

writing on a quarterly basis, with the dates, times and venues of any orientation/induction programs and be permitted to attend.

- (b) If the dates of these programmes are fixed in advance for a regular day and time then a list should be sent to the Union forthwith.
- (c) Where the dates of orientation/induction programmes are not fixed in advance, the Union should receive reasonable notification of at least 14 days to enable a Union representative to attend.

28.2 Job and occupational health & safety representatives:

- (a) In addition to other leave entitlements, job and occupational health and safety representatives are to have reasonable time release from duty to attend to matters relating to industrial, occupational health and safety or other relevant matters such as grievance procedures, committee meetings etc.
- (b) Where representatives are required to attend management meetings outside of paid time they will be paid to attend.

28.3 Access to employees and facilities:

- (a) For the purpose of avoiding disputes about matters pertaining to the employment relationship or any other matters arising from this Agreement the Union is to be given access to employees.
- (b) The Union's Occupational Health & Safety and job representatives shall be provided with access to facilities such as telephones, computers, e-mail, notice-boards and meeting rooms in a manner that does not adversely affect service delivery and work requirements.
- (c) A notice board for the Union's use should be established in each department in which persons eligible to be members of the Union are employed.
- (d) The exercise of any right of entry conferred by clause 28 which involves entry to premises for a purpose referred to in s.481 of the *Fair Work Act*, or to hold discussions of a kind referred to in s.484 of the *Fair Work Act*, will be in accordance with the requirements of Part 3-4 of Chapter 3 of the *Fair Work Act*.

28.4 Secondment to the Union

By mutual agreement, the Employer will, on application, grant leave without pay, in writing, to an employee for the purpose of secondment to work for the Union subject to the Employer's reasonable operational requirements. Such absence, will not break service but not count as service for Long Service Leave purposes.

28.5 Meeting Space

In the absence of agreement on a location for the holding of Union meetings, the room where one 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 is intended to override the operation of the Act.

28.6 Settlement of disputes – training leave

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

PART D – WAGES, CLASSIFICATIONS AND ALLOWANCES

29 Classifications

- 29.1** For **Audiologist** classification definitions and higher qualification allowances, see Schedule D – Classification Descriptors and Higher Qualification Allowances, clause 1.
- 29.2** For **Dietitian** classification definitions, higher qualification allowances and department groupings see Schedule D – Classification Descriptors and Higher Qualification Allowances, clause 2.
- 29.3** For **Pharmacist** classification definitions and higher qualification allowances, see Schedule D – Classification Descriptors and Higher Qualification Allowances, clause 3. For grouping criteria for departments of pharmacy see Schedule D – Classification Descriptors and Higher Qualification Allowances, clause 3.11.
- 29.4** For **Psychologist** classification definitions and higher qualification allowances, see Schedule D – Classification Descriptors and Higher Qualification Allowances, clause 4.

30 Progression Through Pay Points

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

31 Overlapping Pay Points Between Grades

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

32 Remuneration

- 32.1** Each employee is to be paid in accordance with the salary scale set out in Schedule C – **Rates of Pay and Allowances** for the relevant classification and grade corresponding with the work undertaken by the employee.
- 32.2** The salaries and allowances payable to employees as set out in Schedule C – **Rates of Pay and Allowances** have been adjusted by the following increases payable and to apply from the first pay period on or after (FFPPOA) 1 June 2018.
- 32.3** These salaries and allowances shall be increased as follows:

Date of effect	Percentage increase
From the first full pay period on or after 1 June 2018	6.5%
From the first full pay period on or after 1 February 2019	3.25%
From the first full pay period on or after 1	3.25%

Date of effect	Percentage increase
February 2020	
From the first full pay period on or after 1 February 2021	2%

33 Salary Packaging

- 33.1** All employees covered by this Agreement will have access to salary packaging arrangements as follows:
- (a) By written agreement with the employee, the current salary specified in Schedule C – **Rates of Pay and Allowances**, may be salary packaged in accordance with the Employer policy on salary packaging.
 - (b) The employee shall compensate the Employer from within their salary, for any Fringe Benefits Tax (FBT) incurred as a consequence of any salary packaging arrangement the employee has entered into.
 - (c) The Parties agree that in the event that salary packaging ceases to be an advantage to the employee (including as a result of subsequent changes to FBT legislation), the employee may elect in writing to convert the amount packaged to salary. Any costs associated with the conversion to salary shall be borne by the employee and the Employer shall not be liable to make up any benefit lost as a consequence of an employee's decision to convert to salary.
 - (d) The employee shall be responsible for all costs associated with salary packaging arrangements, including the administration costs provided that such administration costs shall be confined to reasonable commercial charges as levied directly by the external salary packaging provider and/or in-house payroll service (as applicable), as varied from time to time.
 - (e) 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.
 - (f) The Employers recommend that employees who are considering salary packaging seek independent financial advice. The Employer shall not be held responsible in any way for the cost or outcome of any such advice.
 - (g) Where an employee participates in salary packaging through an external salary packaging agency and terminates their employment, the final pay on termination may be delayed due to the reconciliation of their salary packaging account balance.

34 Once Off Upfront Lump Sum Payment

- 34.1** \$2000 (pro-rata for part-time Employees) for Employees that have been employed for **greater** than twelve (12) months on the date the Agreement commences to operate.
- 34.2** \$750 (pro-rata for part-time Employees) for Employees that have been employed for **less** than twelve (12) months on the date the Agreement commences to operate.

35 Allowances

35.1 Meal allowance

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

35.2 Lodging and rent (Pharmacists only)

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

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

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

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

35.3 Removal expenses (Psychologists Only)

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

35.4 Blood check allowance

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

35.5 Child care costs

- (a) Where employees are required by the Employer to work outside their ordinary hours of work and where less than 24 hours' notice of the requirement to perform such overtime work has been given by the Employer, other than recall when placed on-call, the employee will be reimbursed for reasonable childcare expenses incurred.
- (b) Evidence of expenditure incurred by the employee must be provided to the Employer as soon as possible after the working of such overtime.

35.6 Breast feeding facilities

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

35.7 Telephone allowance

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

35.8 Uniform allowance

- (a) The Employer shall reimburse the cost of a minimum of two washable coats per week. However, where Pharmacists are provided with minimum of two washable coats per week, the allowance shall not apply. Where a Locum is required to provide their own coats the Employer shall reimburse the laundering cost to the Locum, except where the laundering is arranged by the Employer at the Employer's cost.
- (b) Where the Employer requires an employee to wear any special clothing, the Employer must pay the uniform allowance prescribed by this clause for purchasing such clothing. The provisions of this clause do not apply where the special clothing is paid for by the Employer.
- (c) Special clothing shall remain the property of the Employer. If the employee is responsible for laundering it the Employer must pay the laundry allowance prescribed in Schedule C – **Rates of Pay and Allowances**. This allowance is not payable where the Employer launders and maintains the special clothing.
- (d) In lieu of the provision of special clothing the Employer may, by agreement with the employee, pay such employee a uniform allowance as prescribed by Schedule C – **Rates of Pay and Allowances**. Where such employee's uniforms are not laundered by or at the expense of the Employer, the employee shall be paid a laundry allowance as prescribed by Schedule C – **Rates of Pay and Allowances**.
- (e) The Uniform Allowance but not the laundry allowance shall be paid during all absences on leave, except absences on Long Service Leave and absence on Personal Leave beyond 21 days. Where, prior to the taking of leave, an employee was paid a Uniform Allowance other than at the weekly rate, the rate to be paid during absence on leave shall be the average of the allowance paid during the four weeks immediately preceding the taking of leave.
- (f) Where it is necessary that an employee be provided with rubber gloves, protective clothing and safety appliances, the Employer must reimburse the employee for the cost of purchasing such clothing. The provisions of this clause do not apply where the protective clothing is supplied to the employee at the Employer's expense.

35.9 Exposure to hazardous substances

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

35.10 Higher duties

An employee who is authorised to assume the duties of another employee on a higher classification under this Agreement for a period of five or more consecutive working days shall be paid for the period for which he/she assumed such duties, at not less than the minimum rate prescribed for the classification applying to the employee so relieved.

35.11 Travelling transport and fares

- (a) An employee who is recalled to work outside the normal working hours (provided such work is not continuous with a rostered period of duty) and who uses their vehicle for transport to a place of work shall receive allowances in accordance with this clause.
- (b) Should any employee be required to use their vehicle during normal working hours on Employer business, the employee shall receive such allowance based on distance per kilometre travelled as specified by the ATO.
- (c) An employee on rostered shifts who is required to use public transport to journey to or from work between 9.00 p.m. and 7.00 a.m. shall be provided with transport (taxi or hire car) if no public transport is available for the inward and/or outward journey. The Employer shall be responsible for the payment of such transport.
- (d) The rates set out below will be adjusted each financial year in accordance with the Australian Taxation Office per kilometre rates for cars.
- (e) The rates current as at 1 July 2018 and applicable on commencement of this agreement is \$0.68 cents per kilometre:
- (f) The per kilometre rates for motorcycles will be the same as for other vehicles
- (g) Rates will be rounded to the nearest cent.

35.12 Reimbursement of Citylink tolls

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

36 Payment

36.1 Subject to any individual arrangements between an Employer and an employee wages shall be paid no later than a Thursday.

36.2 On or prior to the pay day the Employer shall state to each employee in writing the amount of wages to which they are entitled, the amount of deductions there from, and the net amount being paid to them.

37 Superannuation

37.1 Superannuation Legislation

- (a) The subject of superannuation is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee

Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

- (b) Notwithstanding clause 37.1 the following provisions shall also apply.
- (c) Employees will continue to have access to HESTA or First State Super.
- (d) Superannuation contributions will be paid by the Employer into the relevant fund. Superannuation contributions will be paid on ordinary time earnings as defined in the Superannuation Guarantee (Administration) Act 1992 (Cth).
- (e) An employee may sacrifice part of their salary as an Employer contribution to superannuation. Where this occurs, the Superannuation Guarantee Charge (**SGC**) contribution by the Employer will be calculated on the employee's pre-salary sacrifice rate of pay.
- (f) Where pursuant to clause 33.1(b) of this Agreement, an employee packages part of their salary, the employee's SGE contribution shall be calculated on the pre-packaged rate of pay.

37.2 Fund

- (a) **Fund** for the purpose of this clause shall mean
 - [i]** Health Employees Superannuation Trust Australia (HESTA) established and governed by a trust deed 23 July 1987, as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto;
 - [ii]** First State Super, and includes any superannuation scheme which may be made in succession thereto; or
 - [iii]** VicSuper, for those employees who are already VicSuper members.
- (b) Each new employee shall be required to complete a membership application for either HESTA or First State Super on commencement of employment and the Employer shall forward the completed application to the Fund within 4 weeks of the or commencement of employment. Provided that new employees who are members of VicSuper may continue to have their SGC contributions paid into VicSuper.
- (c) Where an employee fails to elect a superannuation fund within 4 weeks of commencing employment the default fund will be the HESTA superannuation Fund.
- (d) Each employee shall be eligible to receive contributions from the date of commencing employment, notwithstanding the date the membership application prescribed in clause 37.2(a)(i) was forwarded to the Fund.

37.3 Employer contributions on behalf of each employee

- (a) The Employer shall contribute to the Fund such contributions as required to comply with the *Superannuation Guarantee (Administration) Act 1992* and *Superannuation Guarantee Charge Act 1992* as amended from time to time.
- (b) The amount of contributions to the Fund shall be calculated to the nearest ten cents, any fraction below five cents shall be disregarded.
- (c) Such contributions shall be made monthly by the last day of the month following, the total of the weekly contribution amounts accruing in the previous month in respect of each employee.

- (d) The Fund and the amount of contributions paid in accordance with this clause and clause 37.5 shall be included in pay advice notices provided by the Employer to each employee.
- (e) Contributions shall continue to be paid in accordance with this clause during any period in respect of which any employee is entitled to receive accident pay in accordance with clause 37.5(e) (Accident Pay).

37.4 Cessation of contributions

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

37.5 Employee contributions

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

38 Accident pay

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

38.2 Definitions

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

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

38.3 Total incapacity

- (a) Where an employee is or is determined to be totally incapacitated within the meaning of the Act, the term Accident Pay means a weekly payment of an amount representing the difference between:
- (b) the total amount of compensation, paid to the employee during the period of incapacity under the Act for the week; and

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

38.4 Partial incapacity

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

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

38.5 Payment for part of a week

Where an employee is totally incapacitated or partially incapacitated for part of a week, such an employee shall receive pro rata accident pay for that part of the week. That is, the employee shall be paid their ordinary pay, for that part of the week in which he/she worked or was on paid leave. For the part of the week that he/she is incapacitated or partially incapacitated, the employee shall be paid an amount equal to the difference between the amount he/she would have earned for the part of the week if he/she had been performing their normal duties and the amount of compensation paid to the employee under the Act for the part of the week he/she was incapacitated.

38.6 Qualifications for payment

- (a) Subject to the terms of this clause, an employee covered by this award shall, upon receiving payment of weekly compensation and continuing to receive such payment for incapacity under the Act, be paid accident pay by their Employer who is liable to pay compensation under the Act, which liability may be discharged by another person on behalf of the Employer, provided that:
- [i] Accident pay shall not apply to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks and then, subject to 38.6(d) and to the maximum period of payment prescribed elsewhere herein, accident pay shall apply only to the period of incapacity after the first two weeks.
- [ii] Accident pay shall only be payable to an employee whilst that employee remains in the employment of the Employer by whom they were employed at the time of the incapacity and then only for such period as they received a weekly payment under the Act. Provided that if an employee who is partially incapacitated cannot obtain suitable employment from their Employer but such alternative

employment is available with another employer then the relevant amount of accident pay shall still be payable.

- (b) Provided further that in the case of the termination by an Employer of an employee who is incapacitated and receiving accident pay, accident pay shall continue to apply subject to the provisions of this clause except in those cases where the termination is due to serious and/or wilful misconduct on the part of the employee.
- (c) In order to qualify for the continuance of accident pay on termination an employee shall if required provide evidence to the Employer of the continuing payment of weekly payments of compensation.
- (d) Subject to this clause, accident pay shall not apply in respect of any injury during the first five normal working days of incapacity. Provided however that in the case of an employee who contracts an infectious disease in the course of duty and is entitled to receive compensation for that disease shall receive accident pay from the first day of incapacity.
- (e) In relation to industrial diseases contracted by a gradual process or injury subject to recurrence, aggravation, or acceleration, such injuries or diseases shall not be subject to accident pay unless the employee has been employed with the Employer at the time of the incapacity for a minimum period of one month.
- (f) On engagement, an employee may be required to declare all workers compensation and/or accident claims made under the Act in the previous five years and in the event of defaults or inaccurate information being deliberately and knowingly declared the Employer may require the employee to forfeit their entitlement to accident pay under this award.

38.7 Maximum period of payment

The maximum period or aggregate period of Accident Pay to be made by the Employer shall be a total of 26 weeks for any one injury as defined in 38.2(b) Provided that in respect of an employee receiving or entitled to receive accident pay on or after 1 January 1981, the maximum period or aggregate of periods shall be a total of 39 weeks for any one injury as defined.

38.8 Absences on other than paid leave

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

38.9 Notice of injury

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

38.10 Medical examination

- (a) In order to receive an entitlement to accident pay an employee shall meet the requirements of the Act for attending medical examinations.
- (b) Where, in accordance with the Act, a medical referee gives a certificate as to the condition of the employee and their fitness for work or specifies work for which the employee is fit and such work is made available by the Employer, and is refused by

the employee or the employee fails to commence the work, Accident Pay shall cease from the date of such refusal or failure to commence the work.

38.11 Cessation or redemption of weekly payments

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

38.12 Civil damages

- (a) An employee receiving or who has received Accident Pay shall advise their Employer of any action they may institute or any claim they make for damages. Further, the employee shall, if requested, provide an authority to the Employer entitling the Employer to a charge upon any money payable pursuant to any judgement or settlement on that injury.
- (b) Where an employee obtains a judgement or settlement for damages in respect of an injury for which they have received Accident Pay the Employers liability to pay Accident Pay shall cease from the date of such judgement or settlement, provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of Accident Pay made by the Employer, the employee shall pay to the Employer any amount of Accident Pay already received in respect of that injury by which the judgement or settlement has not been so reduced.
- (c) Where an employee obtains a judgement or settlement for damages against a person other than the Employer in respect of an injury for which they have received accident pay, the Employers liability to pay Accident Pay shall cease from the date of such judgement or settlement, provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the Employer, the employee shall pay to the Employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

38.13 Insurance against liability

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

38.14 Variations in compensation rates

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

38.15 Death of an employee

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

38.16 Commencement

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

PART E – HOURS OF WORK AND RELATED MATTERS

39 Hours of Work

39.1 Ordinary Hours of Work (Full-time)

- (a) The ordinary hours of work for a full-time employee shall be 38 hours per week or 76 hours a fortnight.
- (b) The ordinary hours shall be 152 hours per four-week period, to be worked as 19 shifts each of eight hours duration or by mutual agreement, shifts of not more than ten hours each over four days per week may be worked, provided that the length of any ordinary shift shall not exceed ten hours.
- (c) The ordinary hours for a week's work for a Pharmacist, student Pharmacist or Pharmacist Intern shall be worked between Monday and Friday.
- (d) With the exception of time occupied in having meals, the work of each shift shall be continuous.

39.2 Arrangement of hours for seven-day shift workers

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

39.3 Nine-day fortnight

- (a) Notwithstanding anything else in this clause, with the agreement of the Employer, a full-time employee may work nine (9) days within a fortnight with a tenth day as a non-paid day and four rostered days off.
- (b) Such employees will not access the ADO provisions outlined in clause 39.4 below and will work longer shifts to allow for the completion of 76 hours in a fortnight. Hours worked in addition to 76 hours per fortnight will be paid as overtime under clause 43.

39.4 Accrued Days Off (ADO)

- (a) An Accrued Day Off (ADO) is to accrue for each full-time employee in accordance with clause 39.1(b) above.
- (b) Payment for ordinary hours will be for 7 hours 36 minutes each day worked with 24 minutes each day of ordinary duty being accrued towards one paid day off per four-week period.
- (c) Provided that where shifts are worked over four days in accordance with clause 39.1(b) above, local arrangements will be entered into regarding the accrual of ADOs, such that full-time employees accrue an ADO over a five week cycle.

39.5 ADOs and rosters

- (a) Subject to the provisions of clause 41 – Rosters, there shall be a four week (or five weeks in the case of ten hour shifts) roster drawn up showing the days on which the employee is to work their ordinary hours and the employee's accrued days off.
- (b) Each employee shall take their ADO in accordance with the roster.
- (c) An employee's ADO may be changed during the currency of the roster period by agreement between the Employer and employee. If an ADO is deferred, it shall be taken within the next four week period, unless otherwise agreed. In the absence of

agreement, where the day of an ADO is changed by the Employer, clause 41 – Rosters shall apply.

- (d) Where possible the ADO shall be taken in conjunction with the normal rostered day(s) off.
- (e) Any untaken ADOs shall remain to the credit of the employee and will be paid out on termination of employment.
- (f) Absences on paid leave shall count as time worked for the purposes of accrual of time towards ADOs.
- (g) Where an employee's ADO falls on a public holiday prescribed by this Agreement, the ADO shall be taken in lieu thereof at a time agreed between the Employer and employee. Such day shall be taken within the same four-week cycle where practical.
- (h) An employee may elect, with the consent of the Employer, to take a part ADO.
- (i) An Employer shall record ADO arrangements in the Time and Wages Record pursuant to the Act.

39.6 Summer time

- (a) Notwithstanding anything contained elsewhere in this Agreement where by reason of legislation summer time is prescribed as being in advance of the standard time, the length of any shift:
 - (i) commencing before the time prescribed pursuant to the relevant legislation for the commencement of a summer time period; and
 - (ii) commencing on or before the time prescribed pursuant to such legislation for the termination of a summer time period:

shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end thereof; the time of the clock in each case to be set to the time fixed pursuant to the legislation.
- (b) The expression standard time and summer time shall bear the same meaning as are prescribed by legislation, and legislation shall mean *the Summer Time Act 1972*, as amended or as substituted.

40 Shift Work

40.1 All employees except Pharmacists

- (a) In addition to any other rates prescribed elsewhere in this Agreement, an employee whose rostered hours or ordinary duty finish between 6.00 p.m. and 8.00 a.m. or commence between 6.00 p.m. and 6.30 a.m. shall be paid in accordance with the **Afternoon Shift Allowance** contained in Schedule C – **Rates of Pay and Allowances** of the Agreement.
- (b) Provided that in the case of an employee working on any rostered hours of ordinary duty finishing on the day after commencing duty or commencing after midnight and before 5.00 a.m. they shall be paid for any such period of duty in accordance with the **Night Shift Allowance** contained in Schedule C – **Rates of Pay and Allowances** of the Agreement.

- (c) Provided further that in the case of an employee permanently working on any such rostered hours of ordinary duty they shall be paid for any such period of duty an amount in accordance with the **Permanent Night Shift Allowance** contained in Schedule C – **Rates of Pay and Allowances** of the Agreement.
- (d) Permanently working shall mean working for any period in excess of four consecutive weeks.
- (e) Provided further that in the case of an employee who changes from working on one shift to working on another shift the time of commencement of which differs by four hours or more from that of the first they shall be paid an amount in accordance with the **Change of Shift Allowance** contained in Schedule C – **Rates of Pay and Allowances** of the Agreement on the occasion of each such change in addition to any amount payable under the preceding provisions of this clause.
- (f) Clause 40.1(e) above does not apply either where the employee requests a change to the roster which creates a change of shift as described in 40.1(e) or where the employee has 48 hours off duty between successive shifts.
- (g) The allowances payable pursuant to this clause shall be calculated to the nearest 5 cents, portions of a cent being disregarded.
- (h) Shift Work allowances are specified in Schedule C – **Rates of Pay and Allowances**.

40.2 Saturday and Sunday Work. All Employees Except Pharmacists

- (a) Where Saturday or Sunday duties are required to be carried out in excess of the ordinary week's work, such duties shall be paid for at the rate of double time.
- (b) All rostered time of ordinary duty performed on a Saturday or on a Sunday shall be paid for at the rate of time and a half.
- (c) If the Saturday or Sunday duty involves duty in excess of the prescribed rostered hours, the excess period shall be paid for at the rate of double time for Saturday and Sunday.

40.3 Pharmacists

- (a) Where a Pharmacist employee is required to work on a Saturday or Sunday they shall be paid at the rate of double time. Provided that if the Employer so elects, but not otherwise, they may be paid at the rate of single time and also be granted equivalent hours off duty in one period.
- (b) In addition to any other rates prescribed in this Agreement, a Pharmacist whose rostered hours of ordinary duty finish between 6.00pm and 8.00am or commence between 6.00pm and 8.00am shall be paid an amount equal to 2.28% of the weekly rate applicable to the Pharmacist Grade 1, 1st year of experience after qualification.

41 Rosters

41.1 Access to roster

A roster setting out employees' normal working hours, times of commencing duty, time off duty, times of ending duty and times "on call" shall be kept posted or affixed in some conspicuous and readily accessible place.

41.2 Change of roster – all employees except Pharmacist

- (a) Except in the case of sickness or other emergency, the roster shall not be altered without at least seven days' notice being given to the employee affected by such alteration.
- (b) Where an Employer requires an employee (other than a Pharmacist) without seven days' notice and outside the circumstances prescribed in 41.2 above, to perform duty at other times than those previously rostered, the employee shall be paid in accordance with the hours worked, with the addition of a daily allowance equal to 2.5% of the weekly rate of pay for the classification Scientist grade I - 1st year of experience after qualification.

41.3 Change of roster – Pharmacist only

Where an Employer requires a Pharmacist employee without seven days' notice and outside the circumstances prescribed in 41.2 above, to perform duty at other times than those previously rostered, the employee shall be paid in accordance with the hours worked, with the addition of a daily allowance equal to 2-1/2% of the weekly rate of pay for the classification Pharmacist grade I - 1st year of experience after qualification.

41.4 Rest Breaks Between Rostered Shifts

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

42 Meal Intervals and Rest Intervals

42.1 Meal intervals – all employees

- (a) A meal interval of not less than 30 minutes and not more than 60 minutes shall be allowed each employee during each shift provided that the meal interval for pharmacists shall be not less than 45 minutes and not more than 60 minutes. Such meal interval shall not be counted as time worked.
- (b) All employees are entitled to meal breaks as provided by this clause and are entitled to be relieved from duty to enable them to take such breaks.
- (c) For the purposes of this clause the term "duty" shall include the requirement to remain contactable by telephone, pager or mobile phone. Any employee who is unable to be relieved of duty to enable them to take a meal break shall be paid for the break as time worked at the ordinary rate plus 50%.
- (d) Each employee on night duty who is not relieved from duty (and "on call" during the rostered meal interval) shall be granted a paid meal interval of not less than 20 minutes to be commenced after completing three hours and not more than five hours of duty. Such time shall be counted as time worked.

42.2 Rest periods

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

43 Overtime

43.1 Overtime – all employees

- (a) An Employer may require an employee to work reasonable overtime at overtime rates. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the Employer of the overtime and by the employee of their intention to refuse it; and
 - (v) any other relevant matter.
- (b) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive shifts.
- (c) An employee who works so much overtime between the termination of their previous rostered ordinary hours of duty and the commencement of their next succeeding period of duty such that he/she would not have had at least ten consecutive hours off duty between those times, shall, subject to this clause be released after completion of such overtime worked until he/she has had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
- (d) If on the instructions of their Employer such an employee resumes or continues work without having had such ten consecutive hours off duty they shall be paid at the rate of double time until they are released from duty for such rest period and they shall then be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
- (e) Subject to clause 43.1(b), overtime shall be paid wherever work is performed in addition to the full time rostered shift length for that work area. Where full time employees in a particular work area work 8 hours per shift, overtime will be payable where a part time employee in that same area works beyond 8 hours in a shift. Where full time employees work 10 hours per shift, overtime will be payable where a part-time employee works beyond 10 hours.
- (f) Only authorised overtime shall be paid for and the following rates of overtime shall apply:
 - (i) in excess of the ordinary hours' work on any one day - time and a half for the first two hours and double time thereafter.
 - (ii) outside a spread of twelve hours from the commencement of the rostered period of duty - double time.
 - (iii) except as provided for in clause 43.1(b) overtime shall be paid for and an employee shall not be allowed to take time off in lieu thereof.
- (g) If due to organisational or institutional circumstances, difficulties arise from the requirement in clause 43.1(f) that overtime will only be paid if the employee is requested or directed by the Employer to perform overtime work, the Union or the Employer affected may refer the matter to FWC for resolution in accordance with the Disputes Settling Procedures Clause of this Agreement.

43.2 Time off in lieu of payment of overtime (TOIL)

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

43.3 Pharmacists

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

44 On-Call/Recall

44.1 On call allowance – Pharmacists

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

44.2 On call allowance – Psychologists

For psychologists the on-call allowance shall be as provided for by clause 44.3 except that the base rate of pay shall be the weekly rate of pay for their classification.

44.3 On call allowance – all other Employees

- (a) An "on call" allowances of 2.5% of the weekly rate for Pharmacist Grade 1, Year1 shall be paid to an employee in respect to any 12-hour period or part thereof during which the employee is on call during the period commencing from the time of finishing ordinary duty on Monday and the termination of ordinary duty on Friday.
- (b) The allowance shall be 5% in respect to any other 12-hour period or part thereof or any public holiday or part thereof.

44.4 Recall

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

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

- [iii] Outside a spread of twelve hours from the commencement of the last previous period of ordinary duty - double time.
- (b) An employee who works so much recall between midnight and the commencement of their next succeeding rostered period of duty that they would not have at least ten consecutive hours off duty between those times, shall, subject to this clause, be released after completion of such recall worked until they have had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
- (c) If on the instructions of their Employer such an employee resumes or continues work without having had such ten consecutive hours off duty they shall be paid at the rate of double time until they are released from duty for such rest period and they shall then be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence. No employee shall present for duty on a voluntary basis unless they have had ten consecutive hours (within the meaning of this clause) off duty.
- (d) In the event of any employee being recalled to duty during an off duty period where such recall is not continuous with the next succeeding rostered period of duty, such employee shall be paid a minimum of three hours pay consistent with clause 44.4(a)(i) and (a)(ii) above.
- (e) In the event of any employee finishing any period of recall at a time when reasonable means of transport are not available for the employee to return to their place of residence the Employer shall provide adequate transport free of cost to the employee.
- (f) No employee shall be permitted to be on call in the 24-hour period prior to any change of shift.

44.5 Telephone recall

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

44.6 Four days clear of duty per fortnight

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

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

- (c) An employee who is regularly rostered to be on-call in accordance with clauses 44.6(b)(i) and (b)(ii) can accrue such leave on a pro rata basis in accordance with the table below:

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

- (d) To determine whether an entitlement arises under sub-clause (c) the Employer will, between 1 December and 30 December in each year, calculate the number of four week roster cycles worked by the employee during the 12 month period immediately preceding the date on which the calculation is made, during which the employee was rostered for on-call duty:
- [i] on days on which the employee was not rostered for duty; and
 - [ii] was rostered for on-call duty for a minimum of two days.
- (e) Any leave accrued in accordance with this clause shall be taken by agreement between the Employer and the employee subject to the operational needs of the health service.
- (f) Any additional leave accrued under this provision shall not attract any projected penalties or annual leave loading.

45 Workload

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

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

- (a) such work is unavoidable because of work demands and reasonable notice of the requirement to work overtime is given by the Employer; or
- (b) where, due to an emergency, it has not been possible to provide reasonable notice.

45.3 Where overtime is required the provisions of clause 43 (Overtime) shall apply.

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

45.5 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.

45.6 Allocation of work

The Employer will allocate work to each employee so that they can perform all aspects of their position during their ordinary hours of work, including but not limited to:

- (a) clinical duties;
- (b) administrative and clerical duties;
- (c) managerial/supervisory duties;
- (d) educational duties; and
- (e) attending meetings.

46 Advertising Vacancies

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

PART F – PUBLIC HOLIDAYS, LEAVE AND RELATED MATTERS

47 Public Holidays

47.1 Entitlement to paid time off – Schedule A Category 1 Employers

- (a) An employee of an employer listed in Schedule A Category 1 shall be entitled to paid time off (or public holiday payments for time worked) in respect of public holidays in accordance with this clause.
- (b) The public holidays to which this clause applies are the days determined under Victorian law as public holidays in respect of the following occasions:
 - (i) New Year's Day, Good Friday, the Saturday immediately before Easter Sunday, Easter Monday, Christmas Day and Boxing Day; and
 - (ii) Australia Day, Anzac Day, Queen's Birthday, Labour Day; and,
 - (iii) Melbourne Cup Day or in lieu of Melbourne Cup Day, some other day as determined in a particular locality; and
 - (iv) any additional public holiday declared or prescribed in Victoria or a locality in respect of occasions other than those set out in 47.1(b)(i), 47.1(b)(ii) or 47.1(b)(iii).
- (c) If, in a particular year, no day is determined under Victorian law as a public holiday in respect of any occasion referred to in clause 47.1(b)(ii) or 47.1(b)(iii) a public holiday will be observed on the actual day specified in clause 47.1(b)(i), 47.1(b)(ii) or 47.1(b)(iii).

47.2 Payment for work on Public Holidays when additional/other days are declared

- (a) The following rules regarding public holiday penalties will apply in circumstances where, Christmas Day, Australia Day, Boxing Day, or New Year's Day (**Actual Day**) is a Saturday or a Sunday, and a substitute or additional public holiday is determined under Victorian law on another day in respect of any of those occasions (**Other Day**):
 - (i) If an employee works on both the Actual Day and the Other Day, week-end penalties shall apply to time worked on the Actual Day and public holiday penalties shall apply to time worked on the Other Day.
 - (ii) If an employee works on the Other Day and not the Actual Day, the employee will receive public holiday entitlements for time worked on the Other Day.
 - (iii) If an employee works on the Actual Day and not the Other Day, public holiday penalties (but not weekend penalties) shall apply to the Actual Day.
 - (iv) The employee shall only receive the public holiday penalties for either the Actual Day or the Other Day, but not both.

47.3 Public holiday pay for part-time staff rostered off

- (a) To determine the entitlement to public holidays for part-timers rostered off on a public holiday the following shall apply:
 - (i) Where a public holiday occurs on a day a part-time employee normally works, but the employee is not required to work, the employee is entitled to receive the public holiday benefit as prescribed by clause 47.1.

- (iii) Where a public holiday occurs on a day a part-time employee is not rostered to work the employee shall receive payment according to the formula in clause 47.3(a)(iii).
- (ii) Average weekly hours over the previous six months are to be determined and a pro-rata payment made, regardless of whether the employee would ever work on that day of the week.

Example:

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

- (b) A part-time Employee who is only ever employed on a day or days between Monday and Friday (inclusive), will not receive any entitlement for a public holiday falling on a Saturday or Sunday. If an additional day or substitute day is declared on a weekday in respect to the relevant Saturday or Sunday, this exclusion will not affect the benefits applicable to the additional day or substitute day.

47.4 Substitution of public holidays by agreement

- (a) The Employer and the Employees may agree to substitute another day for any prescribed in this clause 47. For this purpose, the consent of the majority of affected Employees shall constitute agreement.
- (b) An agreement pursuant to sub-clause 47.4(a) shall be recorded in writing and be available to every affected Employee.

47.5 Substitution of religious Public Holidays

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

47.6 Payment for time worked on a public holiday

- (a) An employee, other than a casual employee, who works (excepting on recall) on a public holiday which applies under clause 47.1 shall in addition to being paid for the day at the ordinary rate, be paid for the time so worked, or to take time off in lieu at the appropriate penalty rate, with a minimum of four hours' wages at the rate of:

- (i) 100% if the public holiday occurs Monday to Friday

- [ii] 150% if the public holiday occurs on a Saturday or Sunday; or
 - [iii] be entitled to time off at equivalent to the hours worked if the public holiday occurs on a Monday to Friday with a minimum of four hours' time off, or amounting to one and a half times the hours worked where the public holiday falls on a weekend with a minimum of six hours' time off without loss of pay; such time off to be taken at a time mutually convenient to the Employer and employee within one month of the day on which the employee worked, provided that where an employee is entitled to a full working day off, such time off work may be added to the employee's annual leave by mutual consent.
- (b) Provided that where a pharmacist works overtime on a public holiday which occurs on a weekend, this clause shall prevail over subclause 40.3
- (c) An employee who is recalled to duty and works on any public holiday which applies under this clause shall be paid from the time of receiving the recall until the time of finishing such recall duty with a minimum of two hours' payment for each such recall at the rate of time and a half in addition to the hourly rate for ordinary time under this Agreement.
- (d) A casual employee who works on a public holiday which applies under this clause shall be paid for the time so worked with a minimum of four hours' wages, inclusive of casual loading, at the rate of:
 - [i] 250% if the public holiday occurs Monday to Friday
 - [iii] 312.5% if the public holiday occurs on a Saturday or Sunday

47.7 Public holidays occurring on rostered days off

- (a) Subject to sub-clauses 47.6(c) below, a full-time employee shall be entitled to receive one day's pay in addition to the weekly wage or one day off at a time convenient to the Employer without loss of pay in lieu thereof where such holiday occurs on their rostered day off.
- (b) This subclause does not apply to full-time employees who normally work Monday to Friday only.
- (c) Where clause 47.2(a) applies, and:
 - [i] the employee is rostered off for both the Actual Day and the Other Day(as described in 47.2(a)), then only one day's payment will be made under paragraph 47.6(a); or
 - [iii] the employee works only on one of either the Actual Day or Other Day and receives public holiday rates for the day worked, the employee will not receive a payment under paragraph 47.6(a) in respect of the day not worked.

47.8 Public holiday night duty

- (a) An employee who works on a night shift which begins or ends on a Public Holiday will receive:
 - [i] the Public Holiday penalty rate, for the time worked on the Public Holiday (with a minimum of 4 hours at the public holiday rate in respect of that public holiday); and
 - [iii] the rate which would ordinarily apply, for time worked other than on the public holiday; and

- (iii) at the pro rata public holiday rostered off benefit for that part of a shift that falls on the public holiday that they are not rostered to work and do not work.

47.9 Entitlement to paid time off – Schedule A Category 2 Employers

- (a) An employee of an employer listed in Schedule A Category 2 shall be entitled to paid time off (or public holiday payments for time worked) in respect of public holidays in accordance with this clause.
- (b) The public holidays to which this clause applies are the days determined under Victorian law as public holidays in respect of the following occasions:
 - (i) New Year's Day, Good Friday, the Saturday immediately before Easter Sunday, Easter Monday, Christmas Day and Boxing Day; and,
 - (ii) Australia Day, Anzac Day, Queen's Birthday, Labour Day; and,
 - (iii) Melbourne Cup Day or in lieu of Melbourne Cup Day, some other day as determined in a particular locality; and
 - (iv) any additional public holiday declared or prescribed in Victoria or a locality in respect of occasions other than those set out in 47.9(a)(i), 47.9(b) or 47.9(c).
- (c) If, in a particular year, no day is determined under Victorian law as a public holiday in respect of any occasion referred to in clause 47.9(a)(b)(i), 47.9(b) or 47.9(c), a public holiday will be observed on the actual day specified in clause 47.9(a)(b)(i), 47.9(b) or 47.9(c).

47.10 Payment for work on public holidays when substitute days are declared

- (a) The following rules regarding public holiday penalties will apply in circumstances where, Christmas Day, Australia Day, Boxing Day, or New Year's Day (**Actual Day**) is a Saturday or a Sunday, and a substitute holiday is determined under Victorian law on another day in respect of any of those occasions (**Substitute Day**):
 - (i) If an employee works on both the Actual Day and the Substitute Day, week-end penalties shall apply to time worked on the Actual Day and public holiday penalties shall apply to time worked on the Substitute Day.
 - (ii) If an employee works on the Substitute Day and not the Actual Day, the employee will receive public holiday entitlements for time worked on the Substitute Day.
 - (iii) If an employee works on the Actual Day and not the Substitute Day, public holiday penalties (but not weekend penalties) shall apply to the Actual Day.
 - (iv) The employee shall only receive the public holiday penalties for either the Actual Day or the Substitute Day, but not both.

47.11 Public holiday pay for part time staff rostered off

- (a) To determine the entitlement to public holidays for part-timers rostered off on a public holiday the following shall apply:
 - (i) Where a public holiday occurs on a day a part-time employee normally works, but the employee is not required to work, the employee is entitled to receive the public holiday benefit as prescribed by clause 47.8(a)(iii).
 - (ii) Where a public holiday occurs on a day a part-time employee is not rostered to work the employee shall receive payment according to the formula in 47.11(b).

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

Example:

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

47.12 Substitution of public holidays by agreement

- (a) The Employer and the Employees may agree to substitute another day for any prescribed in this clause 47. For this purpose, the consent of the majority of affected Employees shall constitute agreement.
- (b) An agreement pursuant to sub-clause 47.4(a) shall be recorded in writing and be available to every affected Employee.

47.13 Substitution of religious public holidays

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

47.14 Payment for time worked on public holiday

- (a) An employee who works (excepting on recall) on a public holiday which applies under this clause shall:
- (i) be paid for the time so worked with a minimum of four hours' wages at the rate of time and a half in addition to the weekly wage prescribed herein; or
 - (ii) be entitled to time off amounting to one and a half times the hours worked with a minimum of six hours time off without loss of pay; such time off to be taken at a time mutually convenient to the Employer and employee within one month of the day on which the employee worked, provided that where an employee is entitled to a full working day off, such time off work may be added to the employee's annual leave by mutual consent.

- (b) An employee who is recalled to duty and works on any public holiday which applies under clause 47 shall be paid from the time of receiving the recall until the time of finishing such recall duty with a minimum of two hours payment for each such recall at the rate of time and a half in addition to the hourly rate for ordinary time under this Agreement.

47.15 Public holidays occurring on rostered days off

- (a) Subject to 47.15(b)(i) and 47.15(b)(ii), a full-time employee shall be entitled to receive one and a half day's pay in addition to the weekly wage or one and a half days off at a time convenient to the Employer without loss of pay in lieu thereof where such holiday occurs on their rostered day off.
- (b) Where 47.10(a) applies, and:
 - (i) the employee is rostered off for both the Actual Day and the Substitute Day, then only one day's payment will be made under paragraph 47.15(a); or
 - (ii) the employee works only on one of either the Actual Day or Substitute Day and receives public holiday rates for the day worked, the employee will not receive a payment under paragraph 47.15(a) in respect of the day not worked.
- (c) In respect of the Saturday immediately before Easter Sunday, an employee who ordinarily works Monday to Friday and who does not work on that Saturday shall be entitled to one day's pay in respect of that Saturday or, where there is mutual consent, within four weeks following the date on which such holiday occurred the employee may take one day off in lieu or have one day added to their annual leave.

47.16 Conversion of public holiday benefits to leave

This sub-clause applies only to Psychologists engaged by an employer in Department of Health-funded psychiatric and/or mental health programs)

- (a) An employee who works on a public holiday, and who is entitled to public holiday penalties under this clause, may elect to convert their entitlement by receiving pay for the day worked at ordinary time rates, converting a half day's pay into additional leave or long service leave to be taken pursuant to the Annual Leave or Long Service Leave provisions of this Agreement but without attracting Annual Leave Loading, plus either:
 - (i) be allowed a paid half day off work plus receive an additional half day's ordinary pay; or
 - (ii) receive an additional sum equal to a day's ordinary pay.
- (b) An employee who wishes to convert under these provisions must advise their Employer in writing of their election to do so at the beginning of each calendar year.

47.17 Public holiday night duty

- (a) An employee who works on a night shift which begins or ends on a Public Holiday will receive:
 - (i) the Public Holiday penalty rate, for the time worked on the Public Holiday (with a minimum of 4 hours at the public holiday rate in respect of that public holiday); and
 - (ii) the rate which would ordinarily apply, for time worked other than on the public holiday.

48 Annual Leave

48.1 Period of leave

For each completed year of service with the employer an employee is entitled to:

- (a) **Schedule A Category 1 employers** - for employees employed by an employer listed in Schedule A Category 1, 190 hours of paid annual leave plus the amount specified in clause 48.11.
- (b) **Schedule A Category 2 employers** - for employees employed by an employer listed in Schedule A as a Category 2, 152 hours of paid annual leave plus the amount specified in clause 48.11.
- (c) Providing that a Schedule A Category 2 employer may at any stage elect, with the agreement of a majority of employees covered by this Agreement, to be considered as a Category 1 Employer for the purpose of this Agreement.
- (d) Such a nomination will be recorded in writing and signed by the Employees and Employer.

48.2 An employee's entitlement to paid annual leave accrues progressively during each year of service according to the employee's ordinary hours of work and accumulates from year to year.

48.3 For the purposes of this clause, "ordinary pay" means remuneration for the employee's usual weekly number of hours of work calculated at the ordinary time rate of pay, including higher qualifications allowances, and over Agreement payments, if any.

48.4 Annual leave exclusive of public holidays

The annual leave prescribed in 48.1 shall be exclusive of any of the holidays prescribed by clause 47.1(a) - Public holidays, and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

48.5 Leave to be taken

- (a) The annual leave provided for by this clause shall be allowed and shall be taken and, except as provided by clauses 48.8 and 48.15, payment shall not be made or accepted in lieu of annual leave.
- (b) Annual leave shall be given at a time determined by mutual agreement between the Employer and the employee within a period not exceeding six months from the date when the right to annual leave accrued and after not less than two weeks' notice to the employee. Provided that in order to assist employees in balancing their work and family responsibilities, an employee may elect, with the consent of the Employer, to accrue and carry forward any amount of annual leave for a maximum of two years from the date of entitlement

48.6 Leave allowed before due date

An Employer may allow annual leave to an employee before the right thereto has accrued. Where leave has been granted to an employee pursuant to this clause before the right thereto has accrued and the employee subsequently leaves the service of the Employer before accruing annual leave equivalent to the leave allowed in advance, the Employer is

entitled to deduct from the employee any amounts owing from any remuneration payable to the employee on termination of the employment

48.7 Payment for period of annual leave

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

48.8 Proportionate leave on termination of employment

- (a) Where the employment of any employee is terminated at the end of the period of employment of less than twelve months, the Employer shall forthwith pay to the employee, in addition to all other amounts due to them, an amount equal to 1/12th of their ordinary pay for that period.
- (b) Where the employment of an employee is terminated and the employee has a period of unpaid annual leave to their credit, the Employer must pay the employee the amount that would have been paid to the employee had the employee taken that period of leave from the date of termination

48.9 Weekend shift worker additional leave

- (a) Staff (including part-time staff) who work shifts in excess of 4 hours which fall on a Saturday and/or Sunday, as part of their ordinary hours, will accrue additional annual leave at the rate of 0.5 times the number of ordinary hours worked on any weekend day, up to a maximum of 38 hours additional leave in any 12-month period.
- (b) Provided that, in the case of part-time workers who work both a Saturday and a Sunday shift on the same weekend, only one shift per weekend will attract the accrual of the additional annual leave (ie either the Saturday or Sunday shift, but not both), up to the maximum accrual of 38 hours in any 12-month period. Provided further that where a differing number of hours are worked on a Saturday and Sunday by a part-time worker on any one weekend, the longer shift will be used to calculate the accrual of additional annual leave.
- (c) A 'shiftworker', as defined for the purposes of the NES, will receive additional annual leave if applicable under the NES, if that leave entitlement is more generous than the entitlement under 48.9(a). Such additional leave will be in substitution for, and not in addition to, leave under 48.9(a).

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

- (a) Where extended leave is taken (eg parental, personal, long service leave etc) an employee may elect to utilise any available annual leave credits, or retain such credits until their return to duty;
- (b) Where an employee with additional leave credits under this subclause is promoted within a hospital or health service, the credits will be carried over to their employment in the new role;
- (c) Where an employee with additional leave credits under this subclause resigns or their employment is otherwise terminated, their credits will be paid out as part of their normal annual leave payments.
- (d) The additional annual leave may be taken separately, or in conjunction with another period of annual leave, at any time by mutual agreement. Provided that where there is no agreement, clause 48.5(b) shall apply.

48.11 Annual leave loading

- (a) For all periods of annual leave employees shall in addition receive the higher of either:
- (b) a loading of 17.5% calculated on the employee's ordinary pay, provided that the maximum annual allowance payable shall be calculated on the base salary for Pharmacist Grade 3, Year 2; or
- (c) payment for the period of annual leave calculated at their average hourly earnings (excluding overtime) over the previous 12 months, or such shorter period of service which might apply, including shift premiums and/or Saturday, Sunday and public holiday premiums, provided that for workers who work on Saturdays and/or Sundays only, or who are rostered on permanent night shift, payment for the period of annual leave shall be calculated at the rate of pay that they would have earned had they been at work.
- (d) An employee and Employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

48.12 Termination

The loading calculated according to 48.11 shall be payable on proportionate leave calculated according to 48.11.

48.13 Personal and compassionate leave entitlement during annual leave

- (a) Where an employee qualifies for Personal or Compassionate Leave under the terms of clauses 51 or 53 of this Agreement whilst on Annual Leave and, if requested by the Employer, provides a certificate of a registered health practitioner or other evidence acceptable to the Employer, then the number of days specified in the certificate shall be deducted from any Personal or Compassionate Leave entitlement standing to the employee's credit, and shall be re-credited to their Annual Leave entitlement.
- (b) The amount of Annual Leave loading received for any period of Annual Leave converted to Personal Leave in accordance with clause 48.13(a) shall be deducted from any future entitlement to Annual Leave loading, or if the employee resigns, from termination pay.

48.14 Single day annual leave

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

48.15 Cashing out of annual leave

- (a) Where an employee has accrued annual leave in excess of eight (8) weeks, then by mutual written agreement the Employer may pay the annual leave (and annual leave loading as applicable) in excess of eight weeks to the employee as a one-off cash payment, at the rate that would have been paid had the leave been taken. Superannuation contributions will be paid by the Employer in respect of the period of annual leave to be paid out.
- (b) Payments made in accordance with the above extinguish an employee's right to access leave or receive further payment for the period of leave paid out.

49 Annual Leave Close Down

The provisions of this clause apply to Category 1 Employers as provided in clause 48.

- 49.1** Employers may, for operational reasons, wish to either close down or have reduced activity over the Christmas / New Year period.
- 49.2** Where an Employer wishes to have an annual close down or low activity period over the Christmas / New Year period, the Employer shall:
- (a) on commencement of employment; or
 - (b) before 15 November of the relevant year
- advise affected Employees in writing of the close down or the reduced activity over the Christmas/New Year period (notification).
- 49.3** At same time of notification, an Employer may ask employees to utilise their annual leave during the period.
- 49.4** An Employee who does not wish to utilise annual leave during an annual close down or low activity period over the Christmas / New Year period shall notify the Employer on or before 1 December of the relevant year.
- 49.5** Where an Employee does not wish to utilise annual leave during an annual close down or low activity period over the Christmas / New Year period, the Employer may meet with the Employee, and if relevant their representative, to discuss this. Matters that may be discussed include:
- (a) the importance of ensuring staff resources are directed to client activity.
 - (b) the circumstances of the Employee including the impact of the annual close down / low activity period and the Employee's paid annual leave balance;
 - (c) whether the Employee has excessive annual leave;
 - (d) whether accrued days off are available;
 - (e) whether time off in lieu of overtime is available;
 - (f) whether alternative work is available, subject to operational requirements; and
 - (g) whether leave without pay is available.
- 49.6** If, after discussions take place in accordance with clause 49.5 and a resolution is not agreed; the Employer, Employee or their representative can utilise the dispute resolutions clause 16 of this Agreement.

50 Purchased Leave

- 50.1** Employees may apply for and be granted Purchased Leave employment arrangements subject to agreement with the Employer, such agreement not being unreasonably withheld.
- 50.2** These arrangements are defined as meaning a situation where an employee takes an additional 4 weeks leave per annum in addition to all other leave entitlements but is paid 48/52 of the weekly base rate prescribed by this Agreement for each week during which their employment is subject to these arrangements.
- 50.3** Other entitlements will be unaffected by these arrangements.

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

51 Personal Leave

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

51.1 Definitions

- (a) The term immediate family includes:
- (i) **spouse** (including a former spouse, a de facto partner and a former de facto partner) of the employee. A de facto partner means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
 - (ii) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.
- (b) The hourly rate for Personal Leave purposes shall include Higher Qualification Allowances and over-Agreement payments – where a component of ordinary pay – where applicable.

51.2 Amount of paid personal leave

- (a) Paid personal leave is available to an employee, when they are absent:
- (i) due to personal illness or injury; or
 - (ii) for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.
- (b) The amount of personal leave to which a full-time employee is entitled depends on how long they have worked for the Employer and accrues as follows:
- (i) 121 hours and 36 minutes will be available in the first year of service;
 - (ii) 136 hours and 48 minutes will be available per annum in the second, third and fourth years of service.
 - (iii) 190 hours will be available in the fifth and following years of service.
- (c) Where an employee transfers to another hospital or health service covered by this Agreement, accumulated personal leave to their credit up to a maximum of 2128 working hours shall be credited to them in their new employment as accumulated personal leave. The hospital or health service may require an employee to produce a written statement from their previous Employer specifying the amount of accumulated personal leave standing to their credit at the time of leaving that previous employment.
- (d) An employee may be absent through sickness for one day without furnishing evidence of such sickness on not more than three occasions in any one year of service.
- (e) If the period during which an employee takes paid personal/carer's leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid personal/carer's leave on that

public holiday, but will be entitled to the ordinary time public holiday payment as per the provisions of this Agreement.

51.3 Pharmacists only

- (a) Notwithstanding any other provision in this clause, a pharmacist who contracts an infectious disease in the course of their duties, and the same having been certified to by a medical practitioner approved by the institution shall receive full pay during the necessary period off duty up to but not exceeding a period of three months.
- (b) Where a pharmacist transfers to another hospital or health service covered by the Agreement accumulated personal leave to their credit shall be credited to them by their new Employer in accordance with a certificate issued by the previous Employer.

51.4 Personal leave for personal injury or sickness

- (a) An employee is entitled to use the full amount of their Personal Leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.
- (b) If the full period of personal leave is not taken in any year, such portion as is not taken shall be cumulative from year to year.

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

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

51.6 Evidence supporting claim

- (a) The employee must, if required by the Employer, establish by production of a certificate by a registered health practitioner or by statutory declaration, the illness or injury of the person concerned.
- (b) The employee must where practicable, give the Employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify the Employer by telephone of such absence at the first opportunity on the day of the absence.
- (c) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the Employer, establish by production of documentation acceptable to the Employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

51.7 Unpaid personal leave

- (a) Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency.
- (b) The Employer and the employee shall agree on the period.
- (c) In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) per occasion, provided the requirements of 51.6 are met.

51.8 Unpaid personal leave entitlement for casuals

- (a) Subject to the evidentiary and notice requirements in clause 51.6 casual employees are entitled to not be available to attend work, or to leave work:
 - (i) if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
 - (ii) upon the death in Australia of an immediate family or household member.
- (b) The Employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to two days per occasion. The employee is not entitled to any payment for the period of non-attendance.
- (c) An Employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an Employer to engage or not to engage a Casual employee are otherwise not affected.

52 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).

52.1 General principle

- (a) Each 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 and also 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.

52.2 Definition of Family Violence

For the purposes of this clause, 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; or
 - (ii) is emotionally or psychologically abusive; or
 - (iii) is economically abusive; or
 - (iv) is threatening; or
 - (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 52.1(a) above.

52.3 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.

52.4 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 nurse or Lawyer. A signed statutory declaration can also be offered 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 clause 52.5 and clause 52.6.
- (g) The Employer will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an Employee reports family violence.

52.5 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) following an event of family violence and for related purposes such as counselling appointments, medical appointments, legal proceedings or appointments with a legal practitioner and other activities related to, and as a consequence of, 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 leave entitlement to accompany them to court, to hospital, or to care for children. The Employer may require evidence consistent with subclause 52.4(a) from an Employee seeking to utilise their personal/carer's leave entitlement.

52.6 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;
 - (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.

53 Compassionate Leave

53.1 Paid Leave entitlement

- (a) A full-time or part-time employee is entitled to two days paid Compassionate Leave per occasion:
 - (i) to spend time with a member of the employee's immediate family or household who has contracted or developed a personal illness, or sustained personal injury, which poses a serious threat to their life, or;
 - (ii) after the death of a member of the employee's immediately family or household.
- (b) An employee may take up to an additional two days paid compassionate leave per annum in addition to the above entitlement.
- (c) An employee is entitled to use accumulated personal leave as paid Compassionate Leave up to an additional two days annually (pro-rata for part-time employees) when a member of the employee's immediate family or household in Australia dies/is seriously ill

53.2 Unpaid compassionate leave

- (a) Where an employee has exhausted all entitlements under clause 53.1, an employee may take up to 4 days unpaid Compassionate Leave. Additional unpaid leave may then be taken by agreement with the Employer.
- (b) A casual employee may take 2 days unpaid Compassionate Leave per occasion:
 - (i) to spend time with a member of the employee's immediate family or household who has contracted or developed a personal illness, or sustained personal injury, which poses a serious threat to their life, or;
 - (ii) after the death of a member of the employee's immediately family or household.

- (c) Nothing under this clause limits an employee's ability to take personal leave pursuant to clause 51.

54 Jury Service

- 54.1** An employee required to attend for Jury Service during their ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of their attendance for such Jury Service and the amount of wage pursuant to Schedule C – **Rates of Pay and Allowances**, they would have received in respect of ordinary time they would have worked had they not been on Jury Service.
- 54.2** An employee shall notify their Employer as soon as possible of the date upon which they are required to attend for Jury Service.
- 54.3** Further, the employee shall give their Employer proof of their attendance, the duration of such attendance and the amount received in respect of such Jury Service.

55 Long Service Leave

The provisions of this clause apply to full-time employees, part-time employees and any casual employee who has been employed by the Employer on a regular and systematic basis for a sequence of periods of employment throughout the period of entitlement referred to in paragraph 55.2(b).

55.1 Entitlement

- (a) An employee shall be entitled to Long Service Leave with pay, in respect of continuous service with one and the same Employer, or service with an Employer listed in Schedule A of this Agreement, or service with Institutions or Statutory Bodies (as defined in clause 55.7), in accordance with the provisions of this clause.
- (b) Subject to 55.1(b)(iii) the amount of such entitlement shall be:
- (i)** on the completion by the employee of fifteen years' continuous service - six months Long Service Leave and thereafter an additional two months Long Service Leave on the completion of each additional five years service;
 - (ii)** in addition, in the case of an employee who has completed more than fifteen years' service and whose employment is terminated otherwise than by the death of the employee, an amount of Long Service Leave equal to 1/30th of the period of their service since the last accrual of entitlement to Long Service Leave under 55.1(b)(i);
 - (iii)** in the case of an employee who has completed at least ten years service, but less than fifteen years service and whose employment is terminated for any cause other than serious and wilful misconduct, such amount of Long Service Leave as equals 1/30th of the period of service;
 - (iv)** where an employee is entitled to a period of Long Service Leave, the Employer shall, at the request of the employee and subject to the approval of the Employer (such approval shall not be unreasonably withheld) allow the employee to take the whole or any part of the Long Service Leave at double the quantum of leave at half pay or half the quantum of leave at double pay, as the case may be.

55.2 Service entitling to leave

- (a) Subject to this clause the service of an employee of an Institution or Statutory Body as defined in sub clause 55.7 shall include service for which Long Service Leave, or payment in lieu, has not been received in one or more Institutions including Statutory Bodies directly associated with such Institutions or Institution for the periods required by 55.1(b)(i).
- (b) Subject to this clause service shall also include all periods during which an employee was serving in the Australian Defence Forces or was made available by the Employer for National Duty.
- (c) When calculating the aggregate of service entitling to leave any period of employment with any one of the said Institutions or Statutory Bodies of less than six months duration shall be disregarded.
- (d) For the purposes of this clause service shall be deemed to be continuous notwithstanding:
 - ~~(i)~~ the taking of any annual leave or Long Service Leave;
 - ~~(ii)~~ any absence from work of not more than fourteen days in any year on account of injury or illness or if applicable such longer period as provided in clause 51 - Personal Leave;
 - ~~(iii)~~ any interruption or ending of the employment by the Employer if such interruption or ending is made with the intention of avoiding obligations in respect of Long Service Leave or annual leave;
 - ~~(iv)~~ any absence on account of injury arising out of or in the course of the employment of the employee for a period during which payment is made under clause 37.5(e) - Accident pay;
 - ~~(v)~~ any leave of absence of the employee where the absence is authorised in advance in writing by the Employer to be counted as service;
 - ~~(vi)~~ any interruption arising directly or indirectly from an industrial dispute;
 - ~~(vii)~~ any period of absence from employment between the engagement with one of the said Institutions or Statutory Bodies and another provided it is less than the employee's allowable period of absence from employment. An employee's allowable period of absence from employment shall be thirteen weeks inclusive of annual leave in addition to the total period of paid personal leave which the employee actually receives on termination or for which they are paid in lieu;
 - ~~(viii)~~ the dismissal of an employee if the employee is re-employed within a period not exceeding two months from the date of such dismissal;
 - ~~(ix)~~ any absence from work of a female employee for a period not exceeding twelve months in respect of any pregnancy;
 - ~~(x)~~ any other absence of a employee by leave of the Employer, or on account of injury arising out of or in the course of their employment not covered by 55.2(d)(i).
- (e) In calculating the period of continuous service of any employee, any interruption or absence of a kind mentioned in 55.2(d)(i) to 55.2(d)(v) shall be counted as part of the period of their service, but any interruption or absence of a kind mentioned in 55.2(d)(vi) to 55.2(d)(x) shall not be counted as part of the period of service unless it is so authorised in writing by the Employer.

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

55.3 Retention and/or Transition to Retirement

- (a) Where an employee has voluntarily reduced their hours of work in transition to retirement, or where the Employer negotiates a reduction of hours with the employee, the Employer and employee may agree that the quantum of Long Service Leave which has accrued as at the date of the change in hours (the transition date) shall, when taken, be paid at the employee's previous contracted hours of work.
- (b) This includes payment of accrued long service leave on termination of employment.
- (c) Any long service leave entitlement accrued after the transition date shall be paid in accordance with the reduction of hours referred to above.
- (d) Any such agreement shall be established in writing and provided to the employee by the Employer.

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

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

55.5 Payment for period of leave

- (a) Payment to an employee in respect of Long Service Leave shall be made in one of the following ways:
 - (i) in full in advance when the employee commences their leave; or
 - (ii) at the same time as payment would have been made if the employee had remained on duty; in which case payment shall, if the employee in writing so requires, be made by cheque posted to a specified address; or
 - (iii) in any other way agreed between the Employer and the employee.
- (b) Where the employment of an employee is for any reason terminated before they take any Long Service Leave to which they are entitled or where any Long Service Leave accrues to an employee pursuant to clause 55.1(b) the employee shall subject to the provisions of 55.1(b)(iii) be entitled to pay in respect of such leave as at the date of termination of employment.
- (c) Where any Long Service Leave accrues to an employee pursuant to 55.1(b)(iii), the employee shall be entitled to pay in respect of such leave as at the date of termination of employment.
- (d) Provided in the case of an employee of an Institution or Statutory Body who accrues entitlement pursuant to 55.1(b)(iii) and who intends to be re-employed by another Institution or Statutory Body:
 - (i) such an employee may in writing request payment in respect of such leave to be deferred until after the expiry of the employee's allowable period of absence from employment provided in 55.2(d)(vii);
 - (ii) except where the employee gives the Employer notice in writing that the employee has been employed by another Institution or Statutory Body the

Employer shall make payment in respect of such leave at the expiry of the employee's allowable period of absence from employment;

- (II) where the employee gives the Employer notice in writing that the employee has been employed by another Institution or Statutory Body the Employer is no longer required to make payment to the employee in respect of such leave;
- (e) Where an increase occurs in the ordinary time rate of pay during any period of Long Service Leave taken by the employee, the employee shall be entitled to receive payment of the amount of any increase in pay at the completion of such leave.

55.6 Taking of leave

- (a) When an employee becomes entitled to Long Service Leave such leave shall be granted by the Employer within six months from the date of the entitlement, but the taking of such leave may be postponed to such date as is mutually agreed, or in default of agreement as is determined by FWC: provided that no such determination shall require such leave to commence before the expiry of six months from the date of such determination.
- (b) Any Long Service Leave shall be inclusive of any public holiday occurring during the period when the leave is taken.
- (c) If the Employer and an employee so agree:
 - (i) the first six months Long Service Leave to which an employee becomes entitled under this determination may be taken in two or three separate periods; and
 - (ii) any subsequent period of Long Service Leave to which the employee becomes entitled may be taken in two separate periods, but save as aforesaid long service shall be taken in one period; or
 - (II) at the request of the employee and with the agreement of the Employer, long service leave may be taken in weekly periods with a minimum of one week on each occasion;
 - (iv) An Employer may by agreement with an employee grant Long Service Leave to the employee before the entitlement to that leave has accrued, provided that such leave shall not be granted before the employee has completed ten years' service.
- (d) Where the employment of an employee who has taken Long Service Leave in advance is subsequently terminated for serious and wilful misconduct before entitlement to Long Service Leave has accrued, the Employer may, from whatever remuneration is payable to the worker upon termination, deduct and withhold an amount equivalent to the amount paid to the employee in respect of the leave in advance.

55.7 Definitions

For the purpose of this clause the following definitions apply.

- (a) **Pay** means remuneration for an employee's normal weekly hours of work, inclusive of ordinary hours casual loadings, Higher Qualification Allowances, Radiation Safety Officer Allowance and over-Agreement payments - where a component of ordinary pay - where applicable, calculated at the employee's ordinary time rate of pay provided for in clauses 29.1 to 29.4, at the time the leave is taken or if they die before the completion of leave so taken, as at the time of their death; and shall include the amount of any increase to the employee's ordinary time rate of pay which occurred during the period of leave as from the date such increase operates.

- (b) **Month** shall mean a calendar month.
- (c) **Institution** shall mean any hospital or benevolent home, community health centre, Society or Association registered and subsidised pursuant to the Health Services Act or the Bush Nursing Association (Inc.). For the avoidance of doubt, Institution includes publically funded Community Health Services in Victoria, not covered by this Agreement.
- (d) **Statutory body** means the former Hospital and Charities Commission (Vic) and its successors, The Department of Human Services and its successors and/or the Nurses Board of Victoria and successors thereto.

56 Pre-Natal Leave

Where an employee is required to attend prenatal appointments or parenting classes that are only available or can only be attended during the ordinary rostered shift of the employee, then the employee on production of satisfactory evidence to this effect may access clause 51 of their Personal Leave credit for such purpose.

57 Parental Leave

- 57.1** Subject to the terms of this clause employees are entitled to paid and unpaid maternity, paternity/partner and adoption leave and to work part-time in connection with the birth or adoption of a child.
- 57.2** The provisions of this clause apply to full-time, part-time and eligible Casual employees but do not apply to other casual employees.
- 57.3** An eligible Casual employee means a Casual employee employed pursuant to clause 23 and who is:
 - (a) employed by an Employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and
 - (b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment on a regular and systematic basis.
- 57.4** An Employer must not fail to re-engage a Casual employee because:
 - (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on Parental Leave.
- 57.5** The rights of an Employer in relation to engagement and re-engagement of Casual employees are not affected, other than in accordance with this clause.
- 57.6 Definitions**

For the purpose of this clause:

 - (a) **child** means a child of the employee under school age except for adoption of an eligible child where 'eligible child' means a person under the age of 5 years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
 - (b) **spouse** includes a de facto partner, former spouse or former de facto partner. The employee's "de facto partner" means a person who lives with the employee as

husband, wife or same sex partner on a bona fide domestic basis, although not legally married to the employee.

- (c) **continuous service** is work for an Employer on a regular and systematic basis (including any period of authorised leave or absence).

57.7 Basic entitlement

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

Type of leave	Paid leave	Total combined paid and unpaid leave
Maternity leave	10 weeks	52 weeks
Paternity/partner	1 week	52 weeks
Adoption leave – primary care giver	10 weeks	52 weeks
Adoption leave – secondary care giver	1 week	3 weeks

- (d) For the purposes of this clause pay shall be defined in the same terms as for Long Service Leave as prescribed by clause 55.7(a) of this Agreement. Payment shall be made at the commencement of leave or, if requested by the employee, by fortnightly salary payments.
- (e) An employee may elect to take double the paid component of leave at half the rate or half the paid component of leave at double the rate.
- (f) Previous Service (as defined in clause 4.1(q)) is to be regarded as service with the Employer for the purposes of accessing the entitlement to paid maternity leave or adoption leave for employees with less than 12 months service with an Employer.
- (g) Employees who already receive maternity/Parental Leave payments in excess of those above shall not suffer any disadvantage.
- (h) Subject to 57.12(a)(i) hereof, Parental Leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take up to 3 weeks leave:
- (i) in the case of one week's paid paternity/partner leave an employee shall be entitled to a total of 5 days (which need not be taken consecutively) in connection with the birth of a child for whom they have accepted responsibility which may be commenced 1 week prior to the expected date of birth, and in the case of short adoption leave for the secondary care giver, one week's paid leave and up to 3 weeks' unpaid leave which may be commenced at the time of placement.

- (i) Subject to the provisions of subclause 57.12(a)(i), the maximum period of simultaneous leave shall be three weeks.

57.8 Maternity leave

- (a) An employee must provide notice to the Employer in advance of the expected date of commencement of Parental Leave. The notice requirements are:
 - [i] of the expected date of the birth (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least ten weeks;
 - [ii] of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.
- (b) When the employee gives notice under 57.8(a) hereof the employee must also provide a statutory declaration stating particulars of any period of paternity/partner leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- (c) An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by the birth occurring earlier than the presumed date.
- (d) A female employee shall be entitled to work until their estimated date of birth except where this would present a risk to the employee or the unborn child.
- (e) Subject to 57.7 hereof and unless agreed otherwise between the Employer and employee, an employee may commence Parental Leave at any time within six weeks immediately prior to the expected date of birth.
- (f) Where an employee continues to work within the six week period immediately prior to the expected date of birth of the child or is on paid leave under 57.17, an Employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- (g) If a statement is not provided then the Employer will make all practical efforts to remedy the unsafe situation and if this is not possible, the employee will be offered a safe, alternate position in accordance with sub-clause 57.17 herein.

57.9 Special maternity leave and personal Leave

- (a) Where the pregnancy of an employee not then on maternity leave ends other than by the birth of a living child, the employee may take leave for such periods (certified period) as a registered medical practitioner certifies as necessary (special maternity leave), as follows:
 - [i] Where the pregnancy ends within 20 weeks of the expected date of birth of the child otherwise than by the birth of a living child, the employee is entitled to access any paid and/or unpaid personal leave entitlements in accordance with the relevant personal leave provisions;
 - [ii] Where the pregnancy terminates after the completion of 20 weeks, the employee is entitled during the certified period/s to paid special maternity leave not exceeding the amount of paid maternity leave available under 57.7, and thereafter, to unpaid special maternity leave.
- (b) A female employee is entitled to a period of unpaid special maternity leave if she is not fit for work during that period because she has a pregnancy related illness.

- (c) An employee must give notice of taking unpaid special maternity leave as soon as practicable (which may be a time after the leave has started) and advise her Employer of the period or expected period of the leave.
- (d) An employee who has given her Employer notice under clause 57.9(c) must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for a reason specified in clause 57.9(a). An Employer may require the evidence to be a medical certificate.
- (e) Where special maternity leave is granted under this subclause, during the period of leave an employee may return to work at any time, as agreed between the Employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.
- (f) Nothing in this subclause is intended to derogate from the entitlement to unpaid special maternity leave in the NES.

57.10 Paternity/Partner Leave

- (a) An employee will provide to the Employer at least ten weeks prior to each proposed period of paternity/partner leave, with:
 - (i) a certificate from a registered medical practitioner which names their spouse, states that she is pregnant and the expected dated of birth, or states the date on which the birth took place; and
 - (ii) written notification of the dates on which they propose to start and finish the period of paternity leave; and
 - (iii) a statutory declaration stating:
 - except in relation to leave taken simultaneously with the child's mother under clause 57.7(h) or clause 57.12(a)(i), that they will take the period of paternity/partner leave to become the primary care-giver of a child;
 - particulars of any period of maternity leave sought or taken by their spouse; and
 - that for the period of paternity/partner leave they will not engage in any conduct inconsistent with their contract of employment.
- (b) The employee will not be in breach of 57.10(a) hereof if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

57.11 Adoption leave

- (a) The employee shall be required to provide the Employer with written notice of their intention to apply for adoption leave as soon as is reasonably practicable after receiving a placement approval notice from an adoption agency or other appropriate body.
- (b) The employee must give written notice of the day when the placement with the employee is expected to start as soon as possible after receiving a placement notice indicating the expected placement day.
- (c) The employee must give the following written notice of the first and last days of any period of adoption leave they intend to apply for because of the placement:

- (i) Where a placement notice is received within the period of 8 weeks after receiving the placement approval notice – before the end of that 8-week period; or
 - (ii) Where a placement notice is received after the end of the period of 8 weeks after receiving the placement approval notice – as soon as reasonably practicable after receiving the placement notice.
- (d) As a general rule, the employee must make application for leave to the Employer at least ten weeks in advance of the date of commencement of long adoption leave and the period of leave to be taken, or 14 days in advance for short adoption leave. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- (e) Before commencing adoption leave, an employee will provide the Employer with a statement from an adoption agency of the day when the placement is expected to start and a statutory declaration stating:
 - (i) that the child is an eligible child, whether the employee is taking short or long adoption leave or both and the particulars of any other authorised leave to be taken because of the placement;
 - (ii) except in relation to leave taken simultaneously with the child's other adoptive parent under clause 57.7(h) or clause 57.12(a), that the employee is seeking adoption leave to become the primary care-giver of the child;
 - (iii) particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - (iv) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- (f) An employee must provide the Employer with confirmation from the adoption agency of the start of the placement.
- (g) Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the Employer immediately and the Employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- (h) An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- (i) An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the Employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the Employer may require the employee to take such leave instead.

57.12 Right to request

- (a) To assist in reconciling work and parental responsibilities an employee entitled to Parental Leave pursuant to the provisions of clause 57.7 may request the Employer to allow the employee:

- (i) to extend the period of simultaneous unpaid Parental Leave provided for in clause 57.7(h) up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid Parental Leave provided for in clause 57.7 by a further continuous period of leave not exceeding 12 months. An employee seeking to extend their period of Parental Leave under this clause must make the request to the Employer in writing at least four weeks before the end of the available Parental Leave.
 - (iii) to return from a period of Parental Leave on a part-time basis until the child reaches school age.
- (b) An agreement reached between an employee and employer in relation to the employee's request made under 57.12(a)(iii) shall be recorded as a temporary variation to the employee's employment contract. A copy of the variation will be given to the employee.
 - (c) An employer will not offer, propose or require an employee who makes a request under this clause to sign a new or replacement employment contract, or through any other means change the employee's employment status.

57.13 Employee's request and employer's decision to be in writing

- (a) The Employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (b) The employee's request and the Employer's decision made under this clause must be recorded in writing.
- (c) The Employer's written response to the employee's request must be provided as soon as reasonably practicable, and not later than 21 days, after the request has been made.
- (d) Where an Employer refuses the request on reasonable business grounds, the Employer's response must also include details of the reasons for the refusal.

57.14 Request to return to work part-time

- (a) Where the Employer experiences a genuine inability to accommodate such a request on operational grounds, the matter will be referred to a reference group consisting of Employer and employee representatives which may include the Union in order to resolve the matter.
- (b) Where an employee wishes to make a request under clause 57.14(a) such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from Parental Leave.

57.15 Extension of period of parental leave

- (a) Unless agreed otherwise between the Employer and employee, where an employee takes leave under clause 57.7 for less than the available period, the employee may notify to their Employer to extend the period of parental leave within the available period on one occasion. Any such change must be notified in writing at least four weeks prior to the commencement of the changed arrangements. The notice must

specify the new intended end date of the parental leave. Any further period of leave must be by agreement.

- (b) If the Employer agrees, an employee whose period of unpaid parental leave has started may reduce the period of unpaid Parental Leave they take (including any extension agreed under clause 57.12(a)(ii)).

57.16 Parental leave and other entitlements

- (a) An employee may in lieu of or in conjunction with Parental Leave, access any Annual Leave or Long Service Leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under 57.12(a)(ii).
- (b) Where an employee not then on maternity leave is suffering from an illness whether related or not to pregnancy an employee may take any paid Personal Leave to which she is entitled and/or unpaid Personal Leave in accordance with the relevant Personal Leave provisions.

57.17 Transfer to a safe job

- (a) Where an employee is pregnant and, in the opinion of a registered medical practitioner, the employee is fit for work but due to illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work or at her current hours, the employee will be transferred to a safe job, or by agreement with the employee she will remain in her current job with reduced hours of work, with no other change to the employee's terms and conditions of employment until the commencement of Maternity Leave.
- (b) Where no appropriate safe job exists or where a reduction in hours is not practicable or agreed, the employee is entitled to take paid no safe job leave, at the employee's current rate of pay for their ordinary hours of work for the risk period.
- (c) If the employee is on paid no safe job leave during the six week period before the expected date of birth of the child and the employee has failed to comply with a request by the Employer for a medical certificate stating whether the employee is fit for work, the Employer may require the employee to take unpaid parental leave or any paid leave to which they are entitled provided that an employee is not entitled to take paid personal/carer's leave or compassionate leave while she is taking unpaid parental leave.
- (d) If the employee's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.
- (e) The entitlement to paid no safe job leave is in addition to any other leave entitlement the employee has.

57.18 Returning to work after a period of parental leave

- (a) An employee will notify of their intention to return to work after a period of Parental Leave at least four weeks prior to the expiration of the leave.
- (b) Subject to clause 57.18(c), an employee will be entitled to the position which they held immediately before proceeding on Parental Leave [which shall include Parental Leave extended in accordance with clause 57.12(a)(ii)]. In the case of an employee transferred to a safe job pursuant to 57.17(e) hereof or who reduced her working hours because of her pregnancy, the employee will be entitled to return to the position they held immediately before such transfer or reduction.

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

57.19 Replacement employees

- (a) A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on Parental Leave.
- (b) Before an Employer engages a replacement employee the Employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced and of the rights of the Employer.

57.20 Communication during parental leave

- (a) Where an employee is on Parental Leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:
 - [i] make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing Parental Leave; and
 - [ii] provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing Parental Leave.
- (b) The employee shall notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with 57.20.

58 Exam Leave

- 58.1** An employee shall be granted leave with full wages in order to attend examinations necessary to obtain a higher qualification as specified by this Agreement provided that such examinations are held within Australia.
- 58.2** The amount of such leave shall be sufficient to allow the employee:
 - (a) to proceed to and from the place of examination; and
 - (b) in addition, to allow three clear days prior to the oral examination and either three clear days or three single days prior to the written papers with a maximum of six days pre-examination study leave in any calendar year;
- 58.3** A Pharmacist Intern shall be granted one clear day pre-examination study leave with full wages and paid sufficient time to allow the employee to proceed to and from the place of examination to attend the Pharmacy (VI) final examinations.
- 58.4** Any leave granted under the provision of this clause shall be in addition to the provisions of clause 48 - Annual Leave.

59 Study Leave

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

employee is enrolled or proposes to enrol and details of the relevance of the course to the employee's employment.

- 59.2** The Employer will notify the employee of whether their request for study leave has been approved within 7 days of the application being made.
- 59.3** Study leave as provided for in clause 59.1 is for 4 hours per week up to 26 weeks per annum.
- 59.4** Paid study leave may be taken as mutually agreed by, for example, 4 hours per week, 8 hours per fortnight or blocks of 38 hours.
- 59.5** A part-time employee will be paid study leave on a pro-rata basis.

60 Professional Development Leave

- 60.1** 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; and
 - (b) identifying learning needs; and
 - (c) planning and participating in relevant learning activities; and
 - (d) reflecting on the value of those activities.
- 60.2** All employees are entitled to five days' paid Professional Development Leave (which includes conference/seminar leave) in addition to other leave entitlements. Part-time employees are entitled to paid leave on a pro rata basis. Casual employees shall not be eligible for Professional Development Leave.
- 60.3** Professional development leave may be utilised for learning activities including research or home study.
- 60.4** Applications for Professional Development Leave must be made in writing to the Employer as early as possible but at least six weeks' prior to the proposed leave date although a shorter notice period may be considered by the Employer; approval of a shorter period of notice shall not be unreasonably withheld. An employee applying to take Professional Development Leave to undertake home study must include details of the relevance of the study to the employee's employment in the application.
- 60.5** Except for the conditions in this clause, no other conditions attach to the granting of Professional Development Leave and the Employer will not unreasonably withhold approval of the leave. The Employer must, within seven days, notify the employee in writing whether the leave request is approved. If the leave is not granted, the reasons will be included in the notification to the applicant.
- 60.6** If a valid application is made for the five days or any portion thereof but no leave is granted during the calendar year, one day's leave shall be added to the employee's accrued annual leave, or taken in another manner as mutually agreed between the Employer and the employee.
- 60.7** Otherwise than in accordance with clause 60.6, accrued Professional Development Leave will not accumulate from year to year.

- 60.8** Where an application for Professional Development Leave which is approved by the Employer covers a period where the employee would be rostered off (e.g. on weekends, ADOs or after hours) then the Employer will provide time in lieu for the period of the course.
- 60.9** Time in lieu in this clause is on the basis of time for time at ordinary rates and does not include any benefit or payment for any overtime, penalties or allowances under this Agreement which would normally be paid for such periods of duty.

61 Professional Registration Leave – Pharmacists & Psychologists

In addition to the provisions of clause 60 – (Professional Development Leave) above, Pharmacists and Psychologists, both full-time and part-time, shall be entitled to two days of paid Professional Development Leave per annum specifically for the purposes of meeting professional registration requirements.

62 Blood Donors Leave

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

63 Twelve Month Career Breaks

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

64 Planned and Unplanned Absences

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

65 Leave to Engage in Emergency Relief Activities

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

66 Cultural & Ceremonial Leave

- 66.1** The Employer may approve attendance during working hours by an employee of Aboriginal or Torres Strait Islander descent at any Aboriginal or Torres Strait Islander community

meetings, except the Annual General Meetings of Aboriginal or Torres Strait Islander community organisations at which the election of office bearers will occur.

- 66.2** The Employer may grant an employee of Aboriginal or Torres Strait Islander descent accrued annual or other leave to attend the Annual General Meetings of Aboriginal or Torres Strait Islander community organisations at which the election of office bearers will occur.
- 66.3** Ceremonial leave without pay may be granted to an employee of Aboriginal or Torres Strait Islander descent for ceremonial purposes:
- (a) connected with the death of a member of the immediate family or extended family (provided that no employee shall have an existing entitlement reduced as a result of this clause); or
 - (b) for other ceremonial obligations under Aboriginal or Torres Strait Islander law.
- 66.4** Ceremonial Leave granted under this clause is in addition to compassionate leave granted under this Agreement.

PART G – SUPERVISION OF PSYCHOLOGISTS

67 Clinical Supervision of Psychologists

The provisions of this clause are not designed to disturb any local arrangements that an Employer has with an Employee

- 67.1** Grade 2 Psychologists will be provided with individual fortnightly clinical supervision.
- 67.2** Grade 3, Grade 4 and Grade 5 Psychologists will be provided with a minimum of 10 hours of individual clinical supervision per annum plus an additional 12 hours per annum peer supervision, as defined by the PBA.
- 67.3** A psychologist who is employed part time will be provided with pro-rata supervision, as per their EFT fraction.
- 67.4** Individual clinical supervision will be provided in person by a psychologist employed in the same clinical service. Where there are difficulties in providing face to face supervision to Psychologists Grades 4 and 5, alternative options for supervision will be offered and agreed with the psychologist, the employer and the proposed supervisor, consistent with PBA guidelines.
- 67.5** Supervision will be provided by a PBA approved supervisor who has a skill set appropriate to the needs of the supervisee and their role, provided that a supervisor who located outside Australia shall not be required to be a PBA approved supervisor. Provided further, a psychologist Grade 3 or above who is providing clinical supervision to other psychologists as at the date of operation of this Agreement, and who is not a PBA approved supervisor, will have eighteen months to achieve approved supervisor status, and may continue to provide supervision to existing supervisees until PBA approved supervisor status is obtained.
- 67.6** It is preferred, where possible, that the supervisor is not the line manager of the psychologist. In smaller services where there is limited capacity to provide supervision by senior psychologists employed by the employer, apart from the line manager, alternatives for supervision will be explored and negotiated with the psychologist, the employer and the proposed supervisor, consistent with PBA guidelines. The psychologist may agree for the clinical supervision to be provided by the line manager. Where there is not agreement and the psychologist believes that there may be difficulties if they are supervised by their manager, subclause 67.9 of this clause will apply.
- 67.7** Where the PBA minimum requirements for individual clinical supervision exceed the hours set out above, for example supervision of Psychologists Grade 1 who are employed outside University placements with PBA approval, Grade 1 Interns or Grade 2 Registrars, the employer will provide sufficient supervision to meet the PBA requirements.
- 67.8** Where the individual supervision of a Psychologist Grade 3 and above cannot be provided by a supervisor with the appropriate skill set at the same worksite, or employed in the same clinical service, the employer shall provide and pay for external supervision. External supervision arrangements will be agreed between the psychologist, the employer and the proposed supervisor.
- 67.9** It is recognised that there may be difficulties between a psychologist and their proposed clinical supervisor which may impair the supervisory relationship, or that such difficulties may develop. In such instances the psychologist may request a change of supervisor, which will be agreed between the psychologist, the employer and the proposed supervisor.

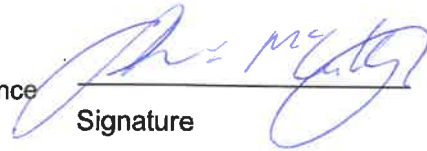
68 Supervision of Provisional Psychologists

The provisions of this clause are not designed to disturb any local arrangements that an Employer has with an Employee

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

SIGNATURES

SIGNED for and on behalf of **EMPLOYERS** referred to in **Schedule A** by the authorised representatives of the **Victorian Hospitals' Industrial Association** in the presence of:


Signature

STUART McCULLOUGH.

Name (print)

Address: 88 MARLBOROUGH ST.
FOOTSCRAY

Authority to sign CEO - VHIA

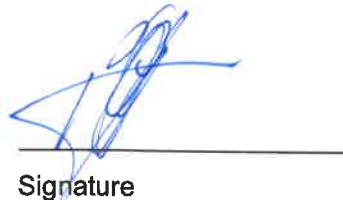

Witness

Witness

Tim Nagle

Name of Witness (print)

SIGNED for and on behalf of the **Health Services Union** by its authorised officers as a representative of Employees covered by the Agreement in the presence of:


Signature

Paul Elliott

Branch Secretary (print):

Address: Level 1/62 Lygon Street

Carlton VIC 3053

Authority to sign


Witness

Witness

Peter Wells

Name of Witness (print)

Schedule A – Category 1 and 2 Employers

1 Category 1 Employers

Bellarine Community Health Inc

Bendigo Community Health

Cohealth

Gateway Health

Gippsland Lakes Community Health

IPC Health

Inspiro

Latrobe Community Health Service

Link Health and Community

Nexus Primary Health

North Richmond Community Health Limited

Northern District Community Health Service

STAR Health

Sunraysia Community Health Limited

2 Category 2 Employers

Access Health Community

Ballarat Community Health

Banyule Community Health

Castlemaine District Community Health

Central Bayside Community Health Services

Connect Health & Community

DPV Health Limited

Eastern Access Community Health (EACH)

Merri Health

Nillumbik Community Health Service Limited

Sunbury Community Health

Your Community Health

Schedule B – List of Employers

1. Access Community Health
2. Ballarat Community Health
3. Banyule Community Health
4. Bellarine Community Health Inc
5. Bendigo Community Health
6. Castlemaine District Community Health Limited
7. Central Bayside Community Health Services Limited
8. Cohealth
9. Connect Health & Community
10. DPV Health Limited
11. Eastern Access Community Health (EACH)
12. Gateway Health
13. Gippsland Lakes Community Health
14. IPC Health
15. Latrobe Community Health Service
16. Link Health and Community
17. Inspiro
18. Merri Health
19. Nexus Primary Health
20. Nillumbik Community Health Service Limited
21. North Richmond Community Health Limited
22. Northern District Community Health Service
23. STAR Health
24. Sunbury Community Health
25. Sunraysia Community Health Limited
26. Your Community Health

Schedule C – Rates of Pay and Allowances

RATES OF PAY									
PSR Code	Descriptor	Grade	Year	Current Rate	Agreed Grade 2 Uplift	FFPPOA 1 June 2018	FFPPOA 1 February 2019	FFPPOA 1 February 2020	FFPPOA 1 February 2021
						6.50%	3.25%	3.25%	2%
Audiologists									
CR4	Audiologist	1	1	\$1,234.60		\$1,314.85	\$1,357.58	\$1,401.70	\$1,429.74
CR5			2	\$1,294.60		\$1,378.75	\$1,423.56	\$1,469.82	\$1,499.22
CR6			3	\$1,359.30		\$1,447.65	\$1,494.70	\$1,543.28	\$1,574.15
CR10			4	\$1,427.80		\$1,520.61	\$1,570.03	\$1,621.05	\$1,653.47
CR7		2	1	\$1,427.80	\$1,477.00	\$1573.01	\$1624.13	\$1676.91	\$1710.45
CR8			2	\$1,441.00	\$1,521.00	\$1619.87	\$1672.51	\$1726.87	\$1761.40
CR9			3	\$1,511.10	\$1,550.00	\$1650.75	\$1704.40	\$1759.79	\$1794.99
CS1			4	\$1,663.10		\$1,771.20	\$1,828.77	\$1,888.20	\$1,925.96
CS2		3	1	\$1,701.20		\$1,811.78	\$1,870.66	\$1,931.46	\$1,970.09
CS3			2	\$1,759.70		\$1,874.08	\$1,934.99	\$1,997.88	\$2,037.83
CS4			3	\$1,805.80		\$1,923.18	\$1,985.68	\$2,050.21	\$2,091.22
CS5			4	\$1,927.50		\$2,052.79	\$2,119.50	\$2,188.39	\$2,232.15
CR11		4	1 & 2	\$1,993.80		\$2,123.40	\$2,192.41	\$2,263.66	\$2,308.93

RATES OF PAY									
PSR Code	Descriptor	Grade	Year	Current Rate	Agreed Grade 2 Uplift	FFPPOA 1 June 2018	FFPPOA 1 February 2019	FFPPOA 1 February 2020	FFPPOA 1 February 2021
						6.50%	3.25%	3.25%	2%
CR12			3 & 4	\$2,097.80		\$2,234.16	\$2,306.77	\$2,381.74	\$2,429.37
CR13			5	\$2,307.20		\$2,457.17	\$2,537.03	\$2,619.48	\$2,671.87
	Deputy Director Allied Health			\$2,608.60		\$2,778.16	\$2,868.45	\$2,961.67	\$3,020.91
	Director Allied Health			\$2,825.30		\$3,008.94	\$3,106.74	\$3,207.70	\$3,271.86
Dietitians									
AI1	Dietitian	1	1	\$1,011.60		\$1,077.35	\$1,112.37	\$1,148.52	\$1,171.49
AI2			2	\$1,049.60		\$1,117.82	\$1,154.15	\$1,191.66	\$1,215.50
AI3			3	\$1,134.30		\$1,208.03	\$1,247.29	\$1,287.83	\$1,313.58
AI4			4	\$1,203.60		\$1,281.83	\$1,323.49	\$1,366.51	\$1,393.84
AI5			5	\$1,284.40		\$1,367.89	\$1,412.34	\$1,458.24	\$1,487.41
AI6			6	\$1,364.50		\$1,453.19	\$1,500.42	\$1,549.18	\$1,580.17
AI7			7	\$1,433.00		\$1,526.15	\$1,575.74	\$1,626.96	\$1,659.50
AJ1		2	1	\$1,433.00	\$1,477.00	\$1573.01	\$1624.13	\$1676.91	\$1710.45
AJ2			2	\$1,467.70	\$1,521.00	\$1619.87	\$1672.51	\$1726.87	\$1761.40
AJ3			3	\$1,513.10	\$1,550.00	\$1650.75	\$1704.40	\$1759.79	\$1794.99
AJ4			4	\$1,633.50		\$1,739.68	\$1,796.22	\$1,854.59	\$1,891.69
AK1		3	1	\$1,645.50		\$1,752.46	\$1,809.41	\$1,868.22	\$1,905.58

RATES OF PAY									
PSR Code	Descriptor	Grade	Year	Current Rate	Agreed Grade 2 Uplift	FFPPOA 1 June 2018	FFPPOA 1 February 2019	FFPPOA 1 February 2020	FFPPOA 1 February 2021
						6.50%	3.25%	3.25%	2%
AK2			2	\$1,707.30		\$1,818.27	\$1,877.37	\$1,938.38	\$1,977.15
AK3			3	\$1,762.30		\$1,876.85	\$1,937.85	\$2,000.83	\$2,040.84
AK4			4	\$1,927.50		\$2,052.79	\$2,119.50	\$2,188.39	\$2,232.15
JC1		4	1	\$1,932.30		\$2,057.90	\$2,124.78	\$2,193.84	\$2,237.71
JC2			2	\$1,997.40		\$2,127.23	\$2,196.37	\$2,267.75	\$2,313.10
JC3			3	\$2,063.00		\$2,197.10	\$2,268.50	\$2,342.23	\$2,389.07
JC4			4	\$2,129.10		\$2,267.49	\$2,341.18	\$2,417.27	\$2,465.62
JC41			5	\$2,370.20		\$2,524.26	\$2,606.30	\$2,691.01	\$2,744.83
JC51	Manager D&N Services			\$2,608.60		\$2,778.16	\$2,868.45	\$2,961.67	\$3,020.91
	Deputy Director Allied Health			\$2,608.60		\$2,778.16	\$2,868.45	\$2,961.67	\$3,020.91
	Director Allied Health			\$2,825.30		\$3,008.94	\$3,106.74	\$3,207.70	\$3,271.86
Pharmacists									
RQ9	Pharmacy Student			\$282.00		\$300.33	\$310.09	\$320.17	\$326.57
SQ1	Pharmacy Intern			\$835.80		\$890.13	\$919.06	\$948.93	\$967.90
SW5	Pharmacists	1	1	\$1,066.80		\$1,136.14	\$1,173.07	\$1,211.19	\$1,235.42
SW6			2	\$1,128.20		\$1,201.53	\$1,240.58	\$1,280.90	\$1,306.52
SW7			3	\$1,234.60		\$1,314.85	\$1,357.58	\$1,401.70	\$1,429.74

RATES OF PAY									
PSR Code	Descriptor	Grade	Year	Current Rate	Agreed Grade 2 Uplift	FFPPOA 1 June 2018	FFPPOA 1 February 2019	FFPPOA 1 February 2020	FFPPOA 1 February 2021
						6.50%	3.25%	3.25%	2%
SW8			4	\$1,294.60		\$1,378.75	\$1,423.56	\$1,469.82	\$1,499.22
SW9			5	\$1,359.30		\$1,447.65	\$1,494.70	\$1,543.28	\$1,574.15
SW10			6	\$1,427.80		\$1,520.61	\$1,570.03	\$1,621.05	\$1,653.47
SX2		2	1	\$1,427.80	\$1,477.00	\$1573.01	\$1624.13	\$1676.91	\$1710.45
SX3			2	\$1,441.00	\$1,521.00	\$1619.87	\$1672.51	\$1726.87	\$1761.40
SX4			3	\$1,511.10	\$1,550.00	\$1650.75	\$1704.40	\$1759.79	\$1794.99
SX5			4	\$1,663.00		\$1,771.10	\$1,828.66	\$1,888.09	\$1,925.85
SX6		3	1	\$1,701.20		\$1,811.78	\$1,870.66	\$1,931.46	\$1,970.09
SX7			2	\$1,759.70		\$1,874.08	\$1,934.99	\$1,997.88	\$2,037.83
SX8			3	\$1,805.80		\$1,923.18	\$1,985.68	\$2,050.21	\$2,091.22
SX81			4	\$1,927.50		\$2,052.79	\$2,119.50	\$2,188.39	\$2,232.15
TA20		4	1 & 2	\$1,993.80		\$2,123.40	\$2,192.41	\$2,263.66	\$2,308.93
TA21			3 & 4	\$2,097.80		\$2,234.16	\$2,306.77	\$2,381.74	\$2,429.37
TA22			5	\$2,307.20		\$2,457.17	\$2,537.03	\$2,619.48	\$2,671.87
SX9	Deputy Director Pharmacy Group 3			\$1,993.80		\$2,123.40	\$2,192.41	\$2,263.66	\$2,308.93
SZ4	Deputy Director Pharmacy Group 2			\$2,307.20		\$2,457.17	\$2,537.03	\$2,619.48	\$2,671.87
SZ5	Deputy Director Pharmacy Group 1			\$2,608.60		\$2,778.16	\$2,868.45	\$2,961.67	\$3,020.91

RATES OF PAY									
PSR Code	Descriptor	Grade	Year	Current Rate	Agreed Grade 2 Uplift	FFPPOA 1 June 2018	FFPPOA 1 February 2019	FFPPOA 1 February 2020	FFPPOA 1 February 2021
						6.50%	3.25%	3.25%	2%
TT20	Director Pharmacy Group 5			\$1,951.70		\$2,078.56	\$2,146.11	\$2,215.86	\$2,260.18
SZ9	Director Pharmacy Group 4			\$2,307.20		\$2,457.17	\$2,537.03	\$2,619.48	\$2,671.87
TA2	Director Pharmacy Group 3			\$2,608.60		\$2,778.16	\$2,868.45	\$2,961.67	\$3,020.91
TA4	Director Pharmacy Group 2			\$2,825.30		\$3,008.94	\$3,106.74	\$3,207.70	\$3,271.86
TA6	Director Pharmacy Group 1			\$2,916.90		\$3,106.50	\$3,207.46	\$3,311.70	\$3,377.94
TT13	Pharmacist In Charge		1	\$1,701.20		\$1,811.78	\$1,870.66	\$1,931.46	\$1,970.09
TT14			2	\$1,759.70		\$1,874.08	\$1,934.99	\$1,997.88	\$2,037.83
TT15			3	\$1,805.80		\$1,923.18	\$1,985.68	\$2,050.21	\$2,091.22
Psychologists									
PJ1	Provisional Psychologists	1	1	\$977.50		\$1,041.04	\$1,074.87	\$1,109.80	\$1,132.00
PJ2			2	\$1,025.80		\$1,092.48	\$1,127.98	\$1,164.64	\$1,187.93
PJ3			3	\$1,084.50		\$1,154.99	\$1,192.53	\$1,231.29	\$1,255.91
PJ4			4	\$1,167.60		\$1,243.49	\$1,283.91	\$1,325.63	\$1,352.15
PJ5			5	\$1,228.50		\$1,308.35	\$1,350.87	\$1,394.78	\$1,422.67
PJ6			6	\$1,285.00		\$1,368.53	\$1,413.00	\$1,458.92	\$1,488.10
PJ7			7	\$1,353.30		\$1,441.26	\$1,488.11	\$1,536.47	\$1,567.20
PJ8			8	\$1,421.40		\$1,513.79	\$1,562.99	\$1,613.79	\$1,646.06

RATES OF PAY									
PSR Code	Descriptor	Grade	Year	Current Rate	Agreed Grade 2 Uplift	FFPPOA 1 June 2018	FFPPOA 1 February 2019	FFPPOA 1 February 2020	FFPPOA 1 February 2021
						6.50%	3.25%	3.25%	2%
PK1	Psychologists	2	1	\$1,450.60	\$1,477.00	\$1573.01	\$1624.13	\$1676.91	\$1710.45
PK2			2	\$1,493.30	\$1,521.00	\$1619.87	\$1672.51	\$1726.87	\$1761.40
PK3			3	\$1,536.70	\$1,550.00	\$1650.75	\$1704.40	\$1759.79	\$1794.99
PK4			4	\$1,661.20	\$1,663.10	\$1771.20	\$1828.77	\$1888.20	\$1925.96
PL1		3	1	\$1,692.80		\$1,802.83	\$1,861.42	\$1,921.92	\$1,960.36
PL2			2	\$1,759.00		\$1,873.34	\$1,934.22	\$1,997.08	\$2,037.02
PL3			3	\$1,822.10		\$1,940.54	\$2,003.60	\$2,068.72	\$2,110.10
PL4			4	\$1,927.50		\$2,052.79	\$2,119.50	\$2,188.39	\$2,232.15
PM1		4	1	\$1,927.50		\$2,052.79	\$2,119.50	\$2,188.39	\$2,232.15
PM2			2	\$1,982.40		\$2,111.26	\$2,179.87	\$2,250.72	\$2,295.73
PM3			3	\$2,074.00		\$2,208.81	\$2,280.60	\$2,354.72	\$2,401.81
PM4			4	\$2,159.30		\$2,299.65	\$2,374.39	\$2,451.56	\$2,500.59
PM5			5	\$2,307.20		\$2,457.17	\$2,537.03	\$2,619.48	\$2,671.87
TT16		5	-	\$2,608.60		\$2,778.16	\$2,868.45	\$2,961.67	\$3,020.91

ALLOWANCES					
	Current Rate	FFPPOA 1 June 2018	FFPPOA 1 February 2019	FFPPOA 1 February 2020	FFPPOA 1 February 2021
Pharmacists		6.50%	3.25%	3.25%	2%
<u>Higher Qualifications Allowance</u>					
Graduate Certificate	\$45.15	\$48.08	\$49.65	\$51.26	\$52.29
Graduate Diploma, Fellowship Diploma, Post Grad Dip	\$73.35	\$78.12	\$80.66	\$83.28	\$84.94
MA, M Sc, M Psych	\$84.60	\$90.10	\$93.03	\$96.05	\$97.97
Ph.D, D Sc	\$112.80	\$120.13	\$124.04	\$128.07	\$130.63
On-Call Allowance	\$28.20	\$30.03	\$31.01	\$32.02	\$32.66
On-Call Allowance (public holidays)	\$56.40	\$60.07	\$62.02	\$64.03	\$65.31
					\$0.00
Shift Allowance	\$24.30	\$25.88	\$26.72	\$27.59	\$28.14
<i>Audiologists, & Dietitians (as applicable)</i>					
Change of Roster	\$24.90	\$26.52	\$27.38	\$28.27	\$28.84
<i>Audiologists</i>					
Graduate Certificate	\$46.20	\$49.20	\$50.80	\$52.45	\$53.50
Graduate Diploma	\$75.10	\$79.98	\$82.58	\$85.26	\$86.97

ALLOWANCES					
	Current Rate	FFPPOA 1 June 2018	FFPPOA 1 February 2019	FFPPOA 1 February 2020	FFPPOA 1 February 2021
M.Aud, M Sc, M App. Sc.	\$86.65	\$92.28	\$95.28	\$98.38	\$100.35
Ph.D, D Sc	\$115.55	\$123.06	\$127.06	\$131.19	\$133.81
<i>Dietitians</i>					
Graduate Certificate	\$45.35	\$48.30	\$49.87	\$51.49	\$52.52
Graduate Diploma	\$73.75	\$78.54	\$81.10	\$83.73	\$85.41
M Sc	\$85.05	\$90.58	\$93.52	\$96.56	\$98.49
Ph.D, D Sc	\$113.45	\$120.82	\$124.75	\$128.81	\$131.38
On-Call Allowance	\$26.65	\$28.38	\$29.30	\$30.26	\$30.86
On-Call Allowance (public holidays)	\$53.35	\$56.82	\$58.66	\$60.57	\$61.78
<u>Shift Allowance</u>					
Morning Shift	\$24.90	\$26.52	\$27.38	\$28.27	\$28.84
Afternoon Shift	\$24.90	\$26.52	\$27.38	\$28.27	\$28.84
Night Shift	\$75.85	\$80.78	\$83.41	\$86.12	\$87.84
Permanent Night Shift	\$81.30	\$86.58	\$89.40	\$92.30	\$94.15
Change of Shift	\$39.80	\$42.39	\$43.76	\$45.19	\$46.09

ALLOWANCES					
	Current Rate	FFPPOA 1 June 2018	FFPPOA 1 February 2019	FFPPOA 1 February 2020	FFPPOA 1 February 2021
<i>Psychologists</i>					
Change of Roster	\$24.45	\$26.04	\$26.89	\$27.76	\$28.31
<u>Higher Qualifications</u>					
Graduate Certificate	\$43.40	\$46.22	\$47.72	\$49.27	\$50.26
Graduate Diploma	\$70.50	\$75.08	\$77.52	\$80.04	\$81.64
MA, M Sc, M Psych	\$81.35	\$86.64	\$89.45	\$92.36	\$94.21
Ph.D, D Sc	\$108.45	\$115.50	\$119.25	\$123.13	\$125.59
<u>Shift Allowance</u>					
Morning Shift	\$24.45	\$26.04	\$26.89	\$27.76	\$28.31
Afternoon Shift	\$24.45	\$26.04	\$26.89	\$27.76	\$28.31
Night Shift	\$74.50	\$79.34	\$81.92	\$84.58	\$86.28
Permanent Night Shift	\$82.40	\$87.76	\$90.61	\$93.55	\$95.42
Change of Shift	\$39.10	\$41.64	\$42.99	\$44.39	\$45.28
CATT on-call allowance	\$129.25	\$137.65	\$142.12	\$146.74	\$149.68

ALLOWANCES					
	Current Rate	FFPPOA 1 June 2018	FFPPOA 1 February 2019	FFPPOA 1 February 2020	FFPPOA 1 February 2021
<i>Other Allowances</i>					
Weekly Salary Exceeds Grade 3 Year 2 pharmacist rate)	\$1,759.70	\$1,874.08	\$1,934.99	\$1,997.88	\$2,037.83
Loading Amount (4 weeks annual leave)	\$1,231.80	\$1,311.87	\$1,354.50	\$1,398.52	\$1,426.49
<u>Meal Allowance</u>					
Overtime >1 hr	\$12.61	\$13.43	\$13.87	\$14.32	\$14.60
Overtime > 4hrs (extra)	\$8.70	\$9.27	\$9.57	\$9.88	\$10.08
Recall > 2 hrs	\$12.20	\$12.99	\$13.42	\$13.85	\$14.13
Recall > 4 hrs (extra)	\$8.42	\$8.97	\$9.26	\$9.56	\$9.75
Trainees	\$8.83	\$9.40	\$9.71	\$10.03	\$10.23
Others	\$19.45	\$20.71	\$21.39	\$22.08	\$22.52
Self-contained furnished accommodation	\$30.07	\$32.02	\$33.07	\$34.14	\$34.82
Cafeteria rates additional	\$12.41	\$13.22	\$13.65	\$14.09	\$14.37

ALLOWANCES					
	Current Rate	FFPPOA 1 June 2018	FFPPOA 1 February 2019	FFPPOA 1 February 2020	FFPPOA 1 February 2021
<u>Uniform Allowance</u>					
Per day (or part thereof)	\$1.13	\$1.20	\$1.24	\$1.28	\$1.31
Per week	\$5.63	\$6.00	\$6.19	\$6.39	\$6.52
<u>Laundry Allowance</u>					
Per day (or part thereof)	\$0.26	\$0.28	\$0.29	\$0.30	\$0.30
Per week	\$1.36	\$1.45	\$1.50	\$1.54	\$1.57

Schedule D – Classification Descriptors and Higher Qualification Allowances

1 Audiologists

This clause should be read in conjunction with Schedule C – Rates of Pay and Allowances.

1.1 Audiologist Grade I

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

1.2 For the purpose of this clause:

- (a) the 1st year of experience after qualification shall be deemed to commence on the 1st day of January in the year following the year during which the Audiologist presented himself/herself for final examination or presents their final thesis for examination which, if successful, would entitle the Audiologist to the degree of Masters of Science/Audiology;
- (b) where an Audiologist is required to attend a supplementary examination, or make amendments to their thesis, such Audiologist shall, if successful, be deemed to have passed the requirements of the degree of Masters of Science/Audiology in the year during which such final examination was held or the thesis submitted
- (c) when an Audiologist Grade I - 1st year of experience after qualification commences employment during the first year after qualification, such Audiologist shall be advanced to the classification Audiologist Grade I - 2nd year of experience after qualification as from the 1st day of January in the next succeeding year.
- (d) Provided that:
 - (i) an Audiologist who holds or is qualified to hold the degree of Master of Science/Audiology and is engaged as an Audiologist Grade 1 Year 1 shall not be entitled to the higher qualification payment prescribed in clause 1.9 in Schedule D – **Classification Descriptors and Higher Qualification Allowances** for a period of two years; and
 - (ii) an Audiologist who holds or is qualified to hold the degree of Doctor of Philosophy in Audiology shall be entitled to be classified as an Audiologist Grade I, 2nd year of experience after qualification, provided further that an Audiologist so classified shall not be entitled to the higher qualification payment prescribed in clause 1.9 in Schedule D – **Classification Descriptors and Higher Qualification Allowances** for a further period of two years.

1.3 Audiologist - Grade II

An Audiologist Grade II is an Audiologist who:

- (a) supervises Grade I Audiologists; or
- (b) has responsibility for the supervision of Masters of Science/Audiology students. With the proviso that reclassification under this provision shall not be open to Audiologists with less than three years clinical experience; or

- (c) is engaged in clinical work requiring special knowledge and breadth of experience; or
- (d) is the sole Audiologist employed by a health service.
- (e) Provided that an “Audiologist Grade I –4th year of experience and thereafter appointed to this grade shall be paid at the “Audiologist Grade II - 2nd year after appointment” rate.

1.4 Audiologist - Grade III

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

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

1.5 Senior Clinician (Grade III)

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

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

1.6 Audiologist Grade IV

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

1.7 Deputy Director of Allied Health - Audiologist

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

1.8 Director of Allied Health - Audiologist

Where an Audiologist is employed as a Director of Allied Health they shall be paid at the Scientist Grade 5 rate of pay provided for by Schedule C – **Rates of Pay and Allowances**.

1.9 Audiologists – Higher Qualifications Allowance

Where an Audiologist has a higher qualification they shall be paid, in addition to the rates of pay prescribed in Schedule C – **Rates of Pay and Allowances**, the following:

- (a) for Graduate Certificate or other recognised equivalent qualification, the sum of 4% of the base rate as defined;

- (b) for Graduate Diploma in Audiology or Graduate Diploma in Health Administration, or other recognised equivalent qualification, the sum of 6.5% of the base rate as defined;
- (c) for Master of Audiology, Master of Science, Master of Applied Science, or any other recognised equivalent qualification from a tertiary institution, the sum of **7.5%** of the base rate as defined;
- (d) for Doctor of Science, Doctor of Philosophy in Audiology, or any other recognised equivalent qualification from a tertiary institution, the sum of **10%** of the base rate as defined.
- (e) Such allowance shall not be cumulative in the case of multiple higher qualifications.
- (f) The base rate of pay for the purpose of this clause shall be \$1073.10 FFPPOA 1 November 2012 and thereafter shall be adjusted in line with the salary increases specified in sub clause 32.3.

2 Dietitians

This clause should be read in conjunction with Schedule C – Rates of Pay and Allowances.

2.1 Dietitian Grade 1

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

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

2.2 Dietitian Grade 2

A Dietitian required to undertake the following duties or responsibilities:

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

2.3 Dietitian Grade 3

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

- (a) A Dietitian who is in charge of a Nutrition Department in a Group 2 health service; or,
- (b) A Dietitian appointed deputy to the Dietitian in charge of a Group 1 Department/Service in a health service or who is required to undertake a significant administrative role within a Grade 1 Department or Service, including some of the following:
 - (i) Monitoring targets and key performance indicators for the service or a part of the service;
 - (ii) Planning & management of the strategic direction of a dietetic team
 - (iii) Advocating to management on behalf of the team;
 - (iv) Involvement in staff recruitment and performance appraisal;
 - (v) Coordination of staff professional development; or
 - (vi) Supervision of other staff, which may include Grade 2 Dietitians.

2.4 Senior Clinician Grade 3

A Dietitian possessing clinical expertise in a branch of dietetics/nutrition that requires specialist knowledge above the requirement for Grade 2, with at least 7 years experience, and who is required to undertake some of the following duties and responsibilities:

- (a) mentoring and/or professional supervision of Grade 1 and Grade 2 Dietitians
- (b) coordination of dietetic student placements; liaison with university clinical educators;
- (c) acting on expert advisory committees;
- (d) project planning, management & evaluation;
- (e) professional advocacy, providing specialist advice to other dietitians;
- (f) taking a key role in chronic disease management;
- (g) ongoing and active involvement in research and/or quality improvement (either directly or as a supervisor);
- (h) lecturing in dietetics/nutrition; and
- (i) providing education, specialist advice and secondary consultation to clinicians from other disciplines.

Provided that in addition to the above, a Senior Clinician in community health will have completed or partially completed a post-graduate qualification in a field relevant to community-based Dietetics, such as Masters or Postgraduate Diploma in Health Promotion, Diabetes Education, or Public Health, or a similar course of study; and may be required to be involved in policy development, quality group education; workplace training, or strategic planning; or,

2.5 Community Health Team Leader (however titled)

A Dietitian with at least seven years experience as a Dietitian in community health or in a public health setting who is responsible for leading a team of community health workers, and who has supervisory responsibilities which include:

- (a) Monitoring targets and Key Performance Indicators;
- (b) Planning & management of the strategic direction of the team;
- (c) Advocating to management on behalf of the team;
- (d) Involvement in staff recruitment and performance appraisal;
- (e) Coordination of staff professional development;
- (f) Supervision of other staff.

2.6 Dietitian Grade 4

A Dietitian who has additional responsibilities or clinical expertise above the requirements for Grade 3 in accordance with the following criteria:

- (a) is a Dietitian who is in charge of a Group 1 Department or service in a health service; or,
- (b) is appointed Deputy to a Manager Dietetics and Nutrition Services; or
- (c) is required to undertake a significant administrative role within a Group 1 Department/Service, including:

- (i) managing a service at campus level of a multi-campus health service; and/or
- (ii) exercising financial management responsibilities such as monitoring expenditure, providing reports to the Board and contributing to the preparation of budgets; and/or
- (iii) exercising human resources management responsibilities including staff recruitment and performance appraisal;
- (iv) contributing to the overall growth and development and strategic goals of the organisation;
- (v) developing partnerships with other organisations;
- (vi) representing dietetics on relevant committees & working groups both internal and external to the organization.
- (vii) has an ongoing and active involvement in research and / or quality improvement either directly or as a supervisor.

2.7 Senior Clinician Grade 4

A Dietitian with at least 10 years postgraduate experience who is responsible for the mentoring and supervision of Grade 3 dietitians and for providing clinical leadership in an area(s) of dietetic practice. In addition to satisfying the requirements of a Senior Clinician Grade 3, a Senior Clinician Grade 4 shall satisfy one or more of the following criteria:

(a) Advanced Clinical Practice

- (i) As a recognised dietetic specialist in an area(s) of dietetic practice, provides specialised clinical services to patients within their area of clinical expertise. This may include referrals from other health services; and/or,
- (ii) Has higher academic achievements. One element which will be considered is the attainment of a higher qualification as prescribed as by sub clause 2.12(a)(iv) of this schedule; and/or,

(b) Teaching and Education

- (i) Teaching or academic supervision of undergraduates and/or post graduate students and/or provision of specialist dietetic education programmes to staff from other disciplines. May have an honorary academic appointment; and/or,

(c) Research

- (i) Directing and coordinating dietetic research and/or having responsibility for extensive research or practice development demonstrated through research publications and being a major initiator of funding applications; and/or,

(d) Special Projects

- (i) Directing and coordinating special projects or clinical trials where relevant; or,

2.8 Community Health Dietitian Manager

A Dietitian with at least 10 years postgraduate experience as a Dietitian in a community health or public health setting with management responsibilities, and who is required to undertake some of the following duties and responsibilities:

- (a) Managing an area of the Community Health Service; and/or
- (b) overseeing Grade 3 Community Team Leaders, which may include teams led by other health professionals; and/or
- (c) exercising financial management responsibilities such as monitoring expenditure, providing reports to the Board and contributing to the preparation of budgets; and/or
- (d) exercising human resources management responsibilities including staff recruitment and performance appraisal;
- (e) contributing to the overall growth and development and strategic goals of the organisation;
- (f) developing partnerships with other organisations;
- (g) Having responsibility for quality assurance within their programs/areas.

2.9 Manager Dietetics and Nutrition Services

A dietitian who has responsibility for the management of all dietetic/ nutrition services across a multi-campus health service, where at least one campus is a Group 1 Department, and/or who has management responsibility for food services in a health service.

2.10 Deputy Director of Allied Health

A Dietitian appointed as Deputy Director of Allied Health shall be paid according to Schedule C – **Rates of Pay and Allowances** of this Agreement.

2.11 Director of Allied Health

A Dietitian appointed as Director of Allied Health shall be paid according to Schedule D – **Classification Descriptors and Higher Qualification Allowances** of this Agreement.

2.12 Dietitians – Higher Qualifications Allowance

- (a) Where a Dietitian has a higher qualification they shall be paid, in addition to the rates of pay prescribed in Schedule D – **Classification Descriptors and Higher Qualification Allowances**, the following:
 - (i) for Graduate Certificate or other recognised equivalent qualification, the sum of 4% of the base rate as defined;
 - (ii) for Graduate Diploma in Dietetics, or Graduate Diploma in Health Administration or other recognised equivalent qualification, the sum of 6.5% of the base rate as defined;
 - (iii) for Master of Science, Master of Science, in Dietetics, Human Genetics Society of Australasia Certified Cytogeneticist, or any other recognised equivalent qualification from a tertiary institution, the sum of 7.5% of the base rate as defined;
 - (iv) for Doctor of Philosophy, Doctor of Science in Dietetics, Fellowship of the Australian Institute of Medical Scientists, or any other recognised equivalent qualification from a tertiary institution, the sum of 10% of the base rate as defined.
- (b) Such allowance shall not be cumulative in the case of multiple higher qualifications.
- (c) The base rates of pay for the purpose of this clause shall be Dietitian Grade 1, Year 3.

2.13 Grouping of Departments of Dietetics and Nutrition – Classification of Departments of Nutrition and Dietetics

Departments will be classified into groups according to the criteria and point scores set out herein.

Criteria			Points weighting
Services			
Beds average occupancy over twelve months per 50 or part thereof			1
Outpatients up to 5 sessions per week			1
6 to 10 sessions per week			2
11 or more sessions per week			4
Specialisation - gastroenterology, renal, endocrine, ICU/ burns/ transplantation, nutrition support service, cardiac, oncology, obstetrics/gynaecology, HIV, paediatric			
Per specialist unit with significant involvement; or			1/2
is a recognised state referral centre for one of these; or			5
is recognised as a major base for developing health promotion programmes in nutrition			3
Regional - provides administrative and/or professional services to other agencies under formal arrangements			2
Other features			
(One point is deducted for each feature which Department does not have)			
Standards of care/treatment policy guidelines are documented and updated			-1
An active patient care audit programme operates			-1
Performance of all professional staff is appraised regularly			-1
Inpatient menus facilitate patient compliance with dietary guidelines			-1
A monitoring system exists to identify inpatients at nutritional risk			-1
Dietitians attend multidisciplinary patient care team meetings routinely			-1
A staff development programme operates in the Department			-1
Staffing			
Dietitians per EFT			3
Non professional staff	Administrative responsibility	< 5	2
		> 5	4
	Functional responsibility	< 5	1
		> 5	2

Criteria			Points weighting
Administration			
Responsible to the CEO or Medical Director or Director of Allied Health or member of Health Service Executive for budget control and other management functions	5		
Administratively responsible for part of the food service	2		
Teaching			
Placement of student Dietitians for practical training	2		
Major centre for student training	4		
Established role in training of nurses or other health professionals	1		
Groupings			
Group 1 Departments	- an aggregate score of 36 points or more		
Group 2 Departments	- an aggregate score of up to 35 points		

3 Pharmacists

This clause should be read in conjunction with Schedule C – Rates of Pay and Allowances.

3.1 Student Pharmacist

A student Pharmacist, as defined in clause 4.1(m) of this Agreement shall be paid at the rate of 27% of the rate prescribed for the “Pharmacist grade I - 1st year of experience after registration”.

3.2 Pharmacist Intern

A Pharmacist Intern shall be paid at the rate of 80% of the rate prescribed for the “Pharmacist grade I-1st year of experience after registration”. Wages for students and trainees shall be calculated to the nearest 10 cents. 5 cents or less in a result is to be disregarded.

3.3 Pharmacist Grade 1

Is a pharmacist who is registered by the Pharmacy Board of Australia who works under the general direction and supervision of more experienced Pharmacists. Provided that any employee who holds the degree of Master of Science or Master of Pharmaceutical Science of the Victorian College of Pharmacy, or its equivalent as recognised by the Pharmacy Board of Australia shall be entitled to be classified as a Pharmacist Grade I - 3rd year of experience after registration.

3.4 Pharmacist Grade 2

- (a) Is a Pharmacist who is appointed to this grade and/or who is entitled to be classified at the same or at a higher rate than, a “Pharmacist Grade 1 – 2nd year of experience after registration and who has additional responsibilities; or
- (b) Is employed on work which requires specialist knowledge or depth of experience and/or requires the application of a level of performance worthy of additional remuneration. Specialist areas relevant to this classification may include, oncology, specialised manufacturing, drug information, clinical trials, or areas of equivalent nature.
- (c) Indicators of this position may include:
 - (i) Representing pharmacy and/or the health service on relevant committees & working groups; or
 - (ii) Ability to act as a point of reference within area of specialisation; or
 - (iii) Demonstrated commitment to further education undertaking Graduate Certificate or Diploma of Clinical Pharmacy; or
 - (iv) Participation in the organisation, development and/or delivery of department education programs for pharmacy students, pre-registrants or pharmacy technicians; or
 - (v) Involvement in research and/or quality projects; or
 - (vi) Contribution to the publication of service improvement projects; or
 - (vii) Demonstrated commitment to development of the profession by involvement in pharmacy organisations at a committee engagement level.
- (d) Provided that a Pharmacist Grade 1, Year 6 of experience and thereafter appointed to this grade shall be paid at the Pharmacist Grade 2, Year 2 rate of pay.

3.5 Pharmacist Grade 3

- (a) Is a pharmacist who is appointed to this Grade and/or who meets most of the indicators for Grade 2, and
- (b) Is responsible for the management of a discrete function within a pharmacy. Examples of this may include clinical trials, drug information, drug usage evaluation, quality use of medicines; or
- (c) Supervises Grade 1 or 2 pharmacists; or,
- (d) Ensures that legal requirements, accreditation standards and relevant guidelines within their area of responsibility are implemented and adhered to; or
- (e) Has been qualified (as defined) for at least eight years and/or is engaged on specialised pharmacy work or work of a research or developmental nature; or
- (f) Has the ability to act in charge of the pharmacy department when required.
- (g) Indicators of this position may include:
 - (i) Demonstrated leadership role within the clinical team; or
 - (ii) Minimum of three years experience in specialist area of practice; or
 - (iii) Provides advice to the Director of Pharmacy on matters relating to clinical pharmacy or their area of responsibility; or
 - (iv) Has higher academic achievements. Elements which will be considered are the attainment of a higher qualification as prescribed by sub clause 3.10 of this schedule or an equivalent clinical qualification.
 - (v) Is responsible for training program and activities for staff in relevant clinical areas; or
 - (vi) Participates in external education programs; or
 - (vii) Has an ongoing and active involvement in research and/or quality improvement (either directly or as a supervisor); or
 - (viii) Delivers post-graduate clinical education.

3.6 Pharmacist in Charge

- (a) Is a Pharmacist who
 - (i) is the only Pharmacist employed in a pharmacy or is in charge of a pharmacy where the total aggregate ordinary hours worked by other Pharmacists (if any) is less than 38 hours per week; or,
 - (ii) is in charge of a pharmacy in a health service listed in 3.11 (Pharmacist in Charge group) of this schedule.

3.7 Pharmacist Grade 4

- (a) Is a very experienced pharmacist who is appointed to this grade and/or who meets most of the indicators for Grade 3 and:
 - (i) is a Deputy Director of a Pharmacy Gp 2 or 3 provided that the minimum classification for a Deputy Director Gp 2 shall be Pharmacist Grade 4 Yr 5; or
 - (ii) is a Director of a Group 4 pharmacy provided that the minimum rate for this position shall be Pharmacist Grade 4 Yr 5; or
 - (iii) manages a campus pharmacy within a networked health service; or,

- ~~(iv)~~ supervises Grade 3 Pharmacists; or,
- ~~(v)~~ is a pharmacist with at least 10 years postgraduate experience and/or, who possesses specific knowledge in the profession and works in an area(s) that requires high levels of specialist knowledge. The parameters of the role of a Senior Clinician include some of the following: a consultative role, lecturing in the area of their clinical speciality, teaching undergraduates and/or post-graduate students and providing education to staff from other disciplines.

- (b) There shall be one Deputy Director in each Group 2 and 3 pharmacy. In addition there shall be one Deputy Director in each of the following health services: Ballarat Health Service, Central Gippsland Health Service, North East Health Wangaratta, South West Health Care, Goulburn Valley Base Hospital.
- (c) Indicators of this position may include:
 - ~~(i)~~ have a high standing in the pharmacy profession based on some or all of the following criteria: qualifications, awards; past appointments; publications; membership of committees and of professional organisations; consultancies; research grants in which the applicant is the principal or associate investigator, teaching appointments/commitments; or.
 - ~~(ii)~~ have responsibility for extensive research or practice development demonstrated through research publications and being a major initiator of funding applications.

3.8 Deputy Director GP 1/Operations Manager (However titled)

- (a) Is a Pharmacist who is appointed a Deputy Director or Operations Manager (however titled) of a Group 1 pharmacy. in a teaching hospital (as defined)
- (b) There shall be two Deputy Directors in each Group 1 pharmacy.

3.9 Director

Is a Director of a pharmacy classified as Group 1, 2 or 3 in accordance with sub clause 3.11 to this Schedule.

3.10 Pharmacists – Higher Qualifications Allowance

Where a Pharmacist has a higher qualification they shall be paid, in addition to the rates of pay prescribed in the appropriate clause, the following:

- (a) Graduate Certificate in a field of pharmacy, or other recognised equivalent degree, the sum of 4% of the base rate as defined;
- (b) for the Fellowship Diploma in the Society of Hospital Pharmacists, the Graduate Diploma in Hospital Pharmacy, Graduate Diploma in Clinical Pharmacy, Post Graduate Diploma in Health Science Administration, Graduate Diploma in Epidemiology, or the, or other recognised equivalent qualification, the sum of 6.5% of the base rate as defined;
- (c) for the Master of Pharmacy, Master of Science Pharmacology, or other recognised degree or diploma from a tertiary institution, the sum of 7.5% of the base rate as defined;
- (d) for the degree of Doctor of Pharmacy or other recognised equivalent Degree or qualification from a tertiary institution, the sum of 10% of the base rate as defined.
- (e) Such allowance shall not be cumulative in the case of multiple higher qualifications.

- (f) The base rate of pay for the purpose of this clause shall be Pharmacist Grade 1, Year 2.

3.11 Grouping of Pharmacy Departments

The groupings of departments of pharmacy and re-grouping criteria will be:

PHARMACY DEPARTMENT GROUPING	
GROUPING CRITERIA	
<u>Group 1:</u>	
Over 60 EFT*; and	
State Referral Centre; and	
Multiple sites; and	
Specialty and high level critical care units (SHPA Category 5 and 6)	
<u>Group 2:</u>	
Over 20 EFT*; and	
Specialty and high level critical care units (SHPA Category 5 and 6); and	
At least three general hospital sites; or	
State Referral Centre; or	
A specialist hospital	
<u>Group 3:</u>	
Over 7.5 EFT*; and	
State Referral Centre; or	
A specialist hospital; or	
Regional base hospital; or	
Containing medical and surgical units (SHPA Category 3 and 4 as defined)	
<u>Group 4:</u>	
Over 2.5 EFT*; and	
Has a Director of Pharmacy	
<u>Group 5:</u>	
1 -2.5 EFT*	
Has a Director of Pharmacy	

Pharmacist in Charge	
Sole pharmacist or pharmacist-in-charge; or	
Less than 1 EFT	
*Only count EFT of pharmacists, pharmacist interns and pharmacy students.	

3.12 Applications for Regrouping Of Pharmacy Departments

- (a) The Union may apply to a health service for re-grouping of a pharmacy department according to the criteria in clause 3.11 to this schedule.
- (b) Should no agreement be reached between the Union and the health service over the claim for re-grouping, application may be made to FWC for resolution of the dispute under the Dispute Settling Procedures of this Agreement,
- (c) The health service shall apply any recommendation or determination of FWC from the date of the Union's original application.

4 Psychologists

This clause should be read in conjunction with Schedule C – Rates of Pay and Allowances..

4.1 Provisional Psychologist (Grade I)

- (a) Is a person who has completed the equivalent of an Australian Psychology Accreditation Council (APAC) four-year degree accredited sequence of study in psychology and is registered as a Provisional Psychologist with the PBA and complies with the code of ethics and legal requirements of the psychology profession; or,
- (b) Is a provisional psychologist undertaking an accredited higher course work degree pathway who is practicing outside university placements on PBA approval.
- (c) A Psychologist Grade 1 is employed as a Provisional Psychologist in accordance with the requirements of the PBA, under the regular supervision of a Psychologist Grade 3 or above, who is employed in the same health service or as otherwise approved by the PBA. Where there is shared supervision of a Provisional Psychologist by a principal and secondary supervisor, the principal supervisor shall be a Psychologist Grade 3 or above, The secondary supervisor may be a suitably experienced Psychologist Grade 2 who meets PBA requirements for secondary supervision.
- (d) Psychologists Grade 1 are, under regular supervision, gradually introduced to the management of higher risk patients with more complex needs.

4.2 Psychologist Grade 2

- (a) Is a person who is registered as a Psychologist with the PBA, engaged in psychological practice, complying with the code of ethics and legal requirements of the psychology profession. Positions at this level are entry level psychologist positions.
- (b) A Psychologist Grade 2 shall be provided with regular professional supervision by a psychologist Grade 3 or above. Where there is no Psychologist Grade 3 or above employed in the service, external supervision shall be provided.
- (c) For the purposes of gaining specialist endorsement from the PBA, a Psychologist Grade 2 who holds a higher degree in clinical psychology or clinical neuropsychology pursuant to sub clauses 4.6(c) or (d) of this schedule shall be provided with professional supervision from a Psychologist Grade 3 or above that meets the requirements of the PBA.
- (d) A Psychologist Grade 2 does not provide professional supervision to other Psychologists including Provisionally Registered Psychologists and/or post-graduate students on placement except for secondary supervision of provisionally registered psychologists as referred to in sub clause (c) above.
- (e) Where Masters or Doctoral students are on observational placement, they may observe the practice of a Psychologist Grade 2.

4.3 Psychologist Grade 3

- (a) Is a person who is registered as a Psychologist with the PBA with a minimum of five years professional experience as a Psychologist Grade 2 (or equivalent), complies with the code of ethics and legal requirements of the psychology

profession. May supervise Masters or Doctoral students with provisional registration who are on placement in a health service.

- (b) Only psychologists who are endorsed by the PBA to practice as clinical psychologists, forensic psychologists or clinical neuropsychologists shall be employed at this level or above in mental health services. Provided that psychologists employed in mental health services as at 1/1/11 shall be exempted from this sub-clause. Where the employee is undertaking study to achieve PBA endorsement as a clinical psychologist working in mental health they can apply for study leave under this Agreement.
- (c) In addition, a Psychologist Grade 3 shall meet one of the criteria prescribed below.
 - (i) Is engaged on psychological work requiring advanced knowledge and skills. Indicators of advanced knowledge and skills include having responsibility for complex clinical cases, providing secondary consultation; and responsibility for the professional supervision of other psychologists. At this level the psychologist contributes to the evaluation and analysis of guidelines, policies and procedures applicable to their clinical/professional work and may be required to contribute to the supervision of Masters or Doctoral students.
 - (ii) Is responsible for implementing clinical research projects, or pilot projects associated with service development, including data collection and analysis.
 - (iii) Is the only psychologist employed by the Employer.
 - (iv) Is responsible for the supervision of other psychologists and meets the following criteria:
 - (1) implements and ensures that the work of the Psychologists complies with the planning and policy framework of the health service. And
 - (2) is responsible for the quality improvement activities of the other Psychologists;
 - (3) may have some responsibility for day to day administration.
- (d) A Psychologist Grade 3 shall be provided with regular professional supervision by a Psychologist Grade 4 or above. Where there is no Psychologist Grade 4 or above employed in the service, external supervision shall be provided

4.4 Psychologist Grade 4

- (a) Is a person who may be required to provide supervision and training to other psychologists (i.e. to Psychologists Grades 1, and/or 2 and/or 3) in specialist psychological skills ensuring the compliance of others with the code of ethics and legal requirements of the psychology profession, and may provide secondary consultation, supervision and debriefing to other health professionals.
- (b) A Psychologist Grade 4 is a senior psychologist who, in addition to meeting the requirements of sub clause (a) above meets the criteria prescribed by either sub clause (c), (d), (e), or (f) below.
- (c) Is a leader of a professional team responsible for the clinical/professional leadership and/or administration of a unit, or a group of psychologists and/or other health professionals including but not limited to aged care, adult mental

health, child and adolescent mental health, clinical neuropsychology and clinical liaison. Parameters of this position may include:

- (i) responsibility for a section or a number of sections of a service; and/or,
- (ii) co-ordinating professional supervision of other psychologists; and/or,
- (iii) co-ordinating the professional development of other psychologists; and/or,
- (iv) providing professional expertise and advice internal and external to the organization on key issues of a psychological nature including service development; and/or,
- (v) involvement in staff recruitment and performance appraisal; and/or,
- (vi) responsibility for co-ordinating quality projects and risk management activities including verification of registration status and special endorsements of psychologists in the section or service; and/or,
- (vii) having some budget responsibilities.

- (d) Is a senior clinician, with at least 10 years of experience as a registered psychologist, required to practice psychology with a high degree of initiative and depth of experience, or a clinical specialist in a specific area of psychology or mental health disorders;

- (i) with expert knowledge of the methods, principles and practices of a specialist area of psychology or mental health disorders
- (ii) with clinical duties of a specialised nature requiring higher level knowledge and experience in a specific area of psychology
- (iii) providing consultation with other psychologists or with professional bodies and organisations regarding psychological services and/or development of policies and procedures in areas requiring specialist psychological knowledge.
- (iv) may liaise with university clinical educators

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

- (e) Is a principal researcher or project manager, responsible for the design, implementation and publication of clinical psychological research as an author or co-author. May be a major initiator of funding or required to acquit funding. May present research papers at professional conferences and seminars.
- (f) In community health services is a senior psychologist (however titled) who manages and is responsible for a program/area including psychologists and/or other health professionals and/or other counselling staff.

4.5 Psychologist Grade 5

- (a) Is a senior psychologist with more than 10 years' experience, with demonstrated, highly developed leadership skills, extensive postgraduate, professional experience and recognized professional specialisation, and/or a management qualification with significant professional leadership experience.
- (b) A Psychologist Grade 5 heads a psychology service or program and has extensive experience in the delivery of complex psychological services in a multi-campus and/or major metropolitan health service and/or is a recognised leader in a specialist field of psychology, with significant contributions to the body of

psychological knowledge and professional practice, and/or the development and education of psychologists within the field.

- (c) A psychologist at this level is a recognised expert in one or more of the following fields of professional practice/teaching/research/administration or policy/planning:

Clinical Leadership

Responsible for the development of clinical policy, protocols and planning for delivery of psychological services in their field of expertise or in a clinical, psychological or mental health service across a health service or defined catchment area. May be designated as the discipline senior in a program or service.

Teaching

Duties may include:

- Having an honorary university appointment that includes active involvement in the teaching of psychology at undergraduate and/or postgraduate level;
- Teaching specialised clinical skills to other psychologists and/or students in other disciplines;

Psychological Research

Indicators include:

- A significant number of research publications with the psychologist as primary author, and which have been published in high impact, peer reviewed journals; and/or
- being a major initiator of successful funding applications. e.g. to the National Health and Medical Research Council, or the Australian research Council; and/or
- Presentation of papers as the invited keynote speaker or invited work shop presenter, which may include psychological research or issues of clinical development, at major professional conferences and seminars

Administration/Management

Duties may include:

- Management responsibility for other psychologists and/or other staff across a number of sections of a service or a specialised program or service; and/or
- responsibility for service planning and policy; and/or
- other supra-clinical duties involving responsibility for service provision; and/or
- acting as Deputy to the Director of Psychology in a tertiary teaching hospital or other health service

4.6 Psychologists – Higher Qualifications Allowance

Where a psychologist has a higher qualification they shall be paid, in addition to the rates of pay prescribed in the appropriate clause, the following:

- (a) for Graduate Certificate in behavioural science or psychology, or other recognised equivalent qualification, the sum of 4% of the base rate as defined;
- (b) for Graduate Diploma in behavioural science or psychology, or other recognised equivalent qualification, the sum of 6.5% of the base rate as defined, provided that persons who hold the Graduate Diploma in Health Administration, Graduate Diploma in Behavioural Science or Graduate Diploma in Psychology or recognised equivalent qualifications who as at 26 June 2008 were entitled to payment of the Graduate Diploma Allowance, shall continue to be paid that allowance. Persons employed after 26 June 2008 who hold these qualifications shall not be entitled to the allowance.
- (c) for Master of Arts, Master of Science, Master of Psychology, Master of Business Administration, , membership of a College of the Australian Psychological Society, or any recognised equivalent qualification from a tertiary institution or membership of a college/board, the sum of 7.5% of the base rate as defined;
- (d) for Doctor of Philosophy, Doctor of Science in behavioural science or psychology or other recognised equivalent qualification, the sum of 10% of the base rate as defined.
- (e) Such allowance shall not be cumulative in the case of multiple higher qualifications.
- (f) The base rate of pay for the purpose of this clause shall be Psychologist Grade 1, Year 3.

5 Higher Qualification Allowances – Computing, Information Technology or Management

5.1 Provided that where an employee covered by this Agreement holds a Graduate Certificate, Graduate Diploma, Masters or Doctor of Philosophy in computing, information technology or management, or a Masters of Business Administration, or an equivalent qualification from a tertiary institution, and the qualification held is relevant to the work, or part of the work, which they are required to perform, they shall be paid, in addition to their salary, the following amount: Notwithstanding the above, subclause 4.6(c) of Schedule D – **Classification Descriptors and Higher Qualification Allowances** shall continue to prescribe entitlements for Psychologists who hold the degree of Master of Business Administration.

- (a) Graduate Certificate, the sum of 4% of the base rate as defined for the relevant classification;
- (b) Graduate Diploma, the sum of 6.5% of the base rate as defined for the relevant classification;
- (c) Masters Degree or Master of Business Administration, the sum of 7.5% of the base rate as defined for the relevant classification;
- (d) For Doctor of Philosophy or professional doctorate, the sum of 10% of the base rate as defined for the relevant classification.
- (e) Such allowance shall not be cumulative in the case of multiple higher qualifications. An employee shall be paid only the relevant higher qualifications allowance for the highest qualification held, and for which they are eligible.

Schedule E – DPV Health and the Health Services Union (Organisational Change) Agreement

1.1 Title

This schedule shall be known as the DPV Health and the Health Services Union (Organisational Change) Agreement

1.2 Incidence and Parties Bound

This schedule shall bind DPV Health and the Health Services Union of Australia in respect of all employees of the Service who are eligible to be members of the Health Services Union.

1.3 Arrangement

Subject Matter	Clause Number
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Attachment 1 Change Committee

1.4 Preamble

- (a) This schedule relates to organisational changes that are likely to have significant effects on employees.
- (b) This schedule applies to all permanent full time and permanent part-time employees, including employees, who, whilst classified as Relieving Casual, should more properly be regarded as permanent part-time because of the regular nature of their hours/shifts.
- (c) This schedule only applies to temporary, Relieving Casual and fixed term employees to the extent where redeployment is considered necessary to satisfy the terms of the temporary, Relieving Casual or fixed term employment arrangement.

1.5 Scope Of Schedule

- (a) All payments under this schedule apply to permanent full time employees and on a pro rata basis to permanent part time employees, including employees who, whilst classified as Relieving Casual, should more properly be regarded as permanent part time because of the regular nature of their hours/shifts.
- (b) Nothing in this schedule shall be construed as conferring any obligation on the Service to extend or make permanent the employment of an employee subject to the terms of this schedule whose employment would otherwise have ceased if the employee was not subject to the terms of this schedule.

1.6 Definitions

- (a) "Affected employee" means a staff member who is subject to organisational change proposals which have a significant effect on that employee.
- (b) "Change Manager" means a person who is skilled in the human resource aspects of change management and who has been designated to assist in co-ordinating a smooth transitional process for organisational changes within the Service. Unless otherwise advised, the Chief Executive Officer will be the Change Manager.
- (c) "Continuous Service" means continuous service as defined in the Agreement for Long Service Leave Purposes and is calculated pro-rata on a monthly basis;
- (d) "Site" means all those facilities and services of any service managed by the DPV Health at the date of signing of the Agreement.
- (e) "Service" means the DPV Health.
- (f) "Community Health Service Board" means persons comprising the DPV Health Board at the date of signing of the Agreement.
- (g) "Ordinary Pay" means the employee's base rate of pay as per their substantive classification inclusive of Higher Qualifications Allowances as applicable, plus any allowances and penalties pursuant to the Agreement which form part of the normal pay averaged over the preceding 12 months worked but excluding overtime payments.
- (h) "Organisational Change" means any change in production, program, organisational structure or technology which is likely to have a significant effect on employees.
- (i) "Reasonable Offer" means an offer of a position which:
 - (i) is in the same professional discipline as that of the employee's former position or if not, is in a professional discipline acceptable to the employee, and within the skills, training and experience of the employee;
 - (ii) is of the same classification, grade or wage group as that of the employee's former position or, if no such position is available, is not more than one classification, grade or wage group below that of the employee's former position;
 - (iii) takes due account of the personal circumstances of the employee including family commitments and responsibilities.
- (j) "Significant effect" means a change to an employee's existing employment contract which may include:
 - (i) the employee's position being made redundant;
 - (ii) termination of employment;

- (ii) major changes in the composition, operation or size of the Service's workforce or in the skills required;
 - (iv) the elimination or diminution of job opportunities, promotion opportunities or job tenure;
 - (v) alteration to the employee's hours of work;
 - (vi) the need for retraining or relocating the employee to other work or locations within the Service; or
 - (vii) the restructuring of jobs.
- (k) The "Agreement" means the Public Sector and Health services Union Multi-Employer Collective Agreement 2008.
- (l) "Union" means the Health Services Union.

1.7 Consultation

- (a) The Service promotes and encourages proper consultation on matters that affect staff.
- (b) Where the Service has made a definite decision to implement changes in its program, organisation, structure or technology that are likely to have a significant effect on employees, the Service shall, as early as practicable, consult with the employees and their representatives which may include the Union, before the introduction of any proposed changes.
- (c) The Service Change Committee (refer Attachment 1) shall operate as the principal consultative forum for discussion of major change initiatives.
- (d) The Service shall discuss with the affected employees and their representatives which may include the Union, amongst other things:
 - (i) the introduction of changes likely to have a significant effect on employees;
 - (ii) the effects such changes are likely to have on employees;
 - (iii) the reasons for any proposed redundancies and measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or and their representatives which may include the Union, in relation to the changes. These discussions shall commence as soon as practicable after the notification in accordance with clause 7.2. has been made.
- (e) For the purposes of such discussion, the Service shall provide in writing to the affected employees and their representatives which may include the Union:
 - (i) all relevant information about the changes, including the nature of the changes proposed;
 - (ii) reasons for any proposed redundancies and the number of employees and categories likely to be affected;
 - (iii) the period over which the terminations are likely to take place; and
 - (iv) the expected effects of changes on employees and other matters that may impact on them, provided that the Service shall not be required to disclose confidential information, the disclosure of which would be contrary to the Service's interests.

1.8 Change Implementation

- (a) The Service endeavours to provide an environment of information sharing and feedback through all levels of the organisation. The Service shall nominate a person to fulfil the role of Change Manager to assist in achieving the consultative objective outlined in clause 7 and whose responsibilities shall include ensuring that full consultation with affected employees, their representatives which may include the Union, and their managers occurs once the organisational change proposal has been decided upon by the Community Health Service Board but prior to its implementation. This shall involve, among other things:
 - (i) the Change Manager meeting on a regular/agreed basis with affected employees, their representatives and managers;
 - (ii) the Change Manager discussing and making recommendations to management in relation to any redeployment, retraining, relocation or redundancy issues applicable to an affected employee; and
 - (iii) the Change Manager providing regular reports and advice to the Service Change Committee.

1.9 Redeployment

- (a) Where positions are declared redundant, the Service, through the Change Manager, shall seek redeployment opportunities for affected employees. This shall occur by the introduction of a Redeployment and Site Vacancy Register.
- (b) Where redeployment opportunities for an affected employee are not immediately available, the period during which redeployment opportunities shall be investigated ("redeployment period") shall be limited to 13 weeks.
- (c) An employee who has expressed a preference to be redeployed within the Service shall be advised in writing of:
 - (i) the date on which they enter the redeployment process, and
 - (ii) the projected date on which this redeployment period expires;
 - (iii) subject to the redeployment period not formally commencing until appropriate consultation has occurred regarding the intended change.
- (d) If at any time during the redeployment period, it is agreed that it is unlikely that the affected employee will be successfully redeployed, the affected employee may accept a redundancy package referred to in clauses 15 and 16.
- (e) The Service, through the Change Manager, shall arrange counselling and retraining (subject to any financial and timing constraints) to assist in redeployment where appropriate.
- (f) Every effort shall be made to redeploy staff to a position equivalent to their own in terms of classification, grade or wage group and income. The Service will take into account the personal circumstances of redeployees including family commitments and responsibilities. However, flexibility will need to be exhibited by affected employees in terms of their willingness to accept alternative positions.
- (g) Redeployment of an affected employee shall be considered in the following circumstances:
 - (i) where the position is one of a number of similar positions allocated under a rostering system the affected employee shall be placed in a vacant rostered position if one is available. This shall occur through the appropriate departmental rostering practice and applies to and between all Service sites at

which the department operates. Staff shall be provided with appropriate notice of roster changes in accordance with the relevant Agreement provisions; or

(i) where sub clause 9.7.1 of this schedule does not apply, but where there is an alternative vacant position available at any site for which an affected employee is suitably qualified, the position shall be notified to the Change Manager who shall ensure all suitable affected employees are encouraged to apply.

(h) Staff awaiting final redeployment may be transferred to temporary alternative duties within the Service. Such temporary duties shall be in accordance with the employee's skills and experience and shall, wherever practicable, be within the employee's substantive service area.

(i) Where the redeployment:

(i) is to a position of a lower paid classification, grade or wage group than previously held;

(ii) is to a position which offers shorter hours than previously held; or

(iii) results in a loss of allowances

the income maintenance arrangement outlined in clause 12 shall apply.

(j) In circumstances where an affected employee rejects a reasonable offer of redeployment, the matter shall be considered by the Service Change Committee prior to any further management action.

1.10 Retraining

- (a) Retraining may be granted by the Service if it is considered that an affected employee's opportunity for redeployment to a suitable position would be significantly increased by undertaking such training.
- (b) Where on-the-job training is necessary to be undertaken by the affected employee in a redeployment situation, any associated training costs shall be borne by the affected employee's previous department.
- (c) Where external training is necessary to be undertaken by the affected employee, the reasonable associated costs shall be borne by the Service.
- (d) Retraining shall be provided to the extent that it would normally be provided to any new employee in that position.

1.11 Relocation

- (a) Relocation refers to the situation where an affected employee is required to move to a different site as a result of an organisational change.
- (b) Relocation for the purpose of this section may include permanent or temporary transfer.
- (c) Employees will be ineligible for the relocation provisions in this clause if the site to which they are being located is a location to which they can be expected to be deployed as part of their existing employment conditions.
- (d) As soon as practicable after a decision is made by the Service to temporarily or permanently relocate an affected employee, the Service shall advise the affected employee in writing of the decision, the proposed timing of the transfer and any other alternatives available to the affected employee. The employee's representatives shall be advised as soon as practicable about the decision by the Service.
- (e) The Service shall ensure that employees who are to be relocated are provided with information on the new location's amenities, layout and local operations prior to

relocation. Consultation between the Service and the employees' representatives shall occur in relation to the content of such information.

- (f) Where an employee is relocated, the Service shall provide at least seven (7) days notice to the affected employee unless otherwise mutually agreed.
- (g) Where relocation results in a loss of income, the income maintenance arrangement outlined in clause 12 shall apply.
- (h) Any affected employee on a temporary specified period contract and who is relocated during such specified period shall be covered by the terms of this schedule for the duration of the temporary contract.
- (i) It is recognised that individual employees may suffer financial loss in relation to additional travelling expenses as a result of permanent or temporary relocation with the Service.
- (j) Any employee who believes he/she is likely to incur such a loss should submit a claim to the Change Manager with an estimate of the likely additional travelling and other expenses for the period of redeployment up to a maximum of 12 months. A lump sum payment of up to a maximum of \$1,000.00 will be made as per the estimated amount.

1.12 Income Maintenance

- (a) An employee:
 - [i] who is redeployed within a Service site or to another site to a position of lower classification, grade or wage group which attracts a lower income than the substantive position previously held; or
 - [ii] whose income is reduced as a result of an organisational change, shall be entitled to a temporary income maintenance allowance.
- (b) The affected employee's fortnightly income maintenance allowance shall be calculated by taking the difference between the employee's average fortnightly ordinary pay over the 12 month period worked prior to the change and the employee's projected average fortnightly over a 12 month period subsequent to the change.
- (c) The period during which any income maintenance allowance shall be claimable/payable shall not exceed 12 months from the date of redeployment.
- (d) Income maintenance may be paid as a lump sum at the beginning of the income maintenance period or be paid as a fortnightly allowance.
- (e) Where, during the income maintenance period, it becomes apparent that the employee's projected average earnings for the forthcoming 12 months have been significantly under or over estimated, the fortnightly income maintenance allowance shall be immediately recalculated such as to avoid any significant over/under payment at the end of the income maintenance period.
- (f) If the affected employee ceases employment in a position referred to in clause 12.1 (for whatever reason) prior to the expiry of the income maintenance period and has received a lump sum referred to in clause 12.4, that employee shall repay the Service the balance of the lump sum. This balance represents the amount the employee would have been entitled to, for the period calculated from the date the employee ceases employment to the end of the maintenance period, if the employee had not ceased employment in that position.

- (g) A full reconciliation shall be undertaken at the end of the income maintenance period with appropriate payment/repayment to be made by one or other party where underpayment/overpayment has occurred.
- (h) At the end of the relevant income maintenance period, the affected employee shall be remunerated in accordance with those provisions prescribed to the particular position to which the affected employee has been redeployed.
- (i) Income maintenance shall be paid only once in relation to each organisational change.
- (j) An affected employee, who works weekends immediately prior to redeployment to a position that requires the employee to work Monday to Friday, shall be credited leave on a no less favourable basis than would have applied to the employee immediately prior to the change. The entitlement shall apply for the 12 month period immediately following the redeployment.

1.13 Redundancy Arrangements

- (a) Where a position has been declared redundant and suitable redeployment opportunities have not been identified in accordance with clause 9, the affected employee shall be offered a departure package which is consistent with government policy and as varied from time to time. Departure Packages applicable are at clauses 15 and 16 of this schedule. It is agreed that the formula outlined in clauses 15 and 16 is the current departmental policy, however, this may be varied throughout the life of the Agreement in accord with Government policy.
- (b) Expressions of interest in departure packages may be sought from non-affected employees if their departure would facilitate redeployment of affected employees.
- (c) The Service shall apply to the employees' superannuation Fund for Departure Packages to be treated as "bona fide redundancy" payments.
- (d) Payment from unused Annual Leave, Accrued Days Off (where applicable) and Long Service Leave shall be made in accordance with the Agreement.
- (e) Independent financial counselling will be made available by the Service to affected employees. An employee who wishes to access this service may do so through the Change Manager. The costs of counselling will be borne by the Service to a limit of one visit to maximum of \$100. A receipt to be provided before any reimbursement is made.

1.14 Dispute Resolution - Grievance Procedure

Any disputes arising from this schedule shall be dealt with in accordance with the Dispute Settling Procedures of the Agreement.

1.15 Targeted Separation Package

- (a) Calculation of entitlements shall be in line with Victorian Government policy for Targeted Separation Packages as at the time of termination
- (b) The calculation of pay and service pursuant to this sub clause will be on the same basis as the prevailing standard for Long Service Leave in the Agreement.

1.16 Voluntary Departure Package

Calculation of entitlements shall be in line with Victorian Government policy for Voluntary Departure Packages as at the time of termination

Schedule 2.3—Model consultation term

(regulation 2.09)

Model consultation term

- (1) This term applies if the employer:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

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- (12) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:
- relevant employees*** means the employees who may be affected by a change referred to in subclause (1).

14 August 2019

Deputy President Colman
 Fair Work Commission
 11 Exhibition Street
 Melbourne, VIC, 3000

Dear Deputy President,

Undertakings – Victorian Community Health Sector (Audiologists, Dietitians, Pharmacists & Psychologists) Multi-Employer Enterprise Agreement 2018 – 2021 (AG2019/537)

I, Stuart McCullough, of 88 Maribyrnong Street Footscray in the State of Victoria, say as follows:

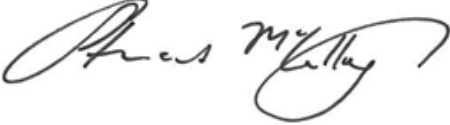
1. I am the Chief Executive Officer of the Victorian Hospitals' Industrial Association (VHIA).
2. VHIA is the bargaining representative of each of the Employers listed in Schedule B and who are proposed to be covered by the *Victorian Community Health Sector (Audiologists, Dietitians, Pharmacists & Psychologists) Multi-Employer Enterprise Agreement 2018 – 2021*.
3. VHIA is authorised to give the following undertaking on behalf of each of the Employers, and gives these undertakings on behalf of each of the Employers pursuant to subsection 190(3) of the *Fair Work Act 2009*:
 - (i) With respect to the minimum rates of pay provided in the *Health Professionals and Support Services Award 2010* ('the Award'):

The Employer agrees that employees will be paid more than the Award, and that the Employer will pay more than the Award rate in the below table from 1 June 2018 for those classifications prescribed.

Agreement Classification	Agreement Rate (as at 1 June 2018)	Award translation	Award Rate (as at 1 June 2018)
Pharmacy Students	\$300.33	Support Services Employee Level 1	\$738.80

- (ii) With respect to overtime for a part time employee who is required to work in excess of their agreed hours (Clause 43):

Where a part-time employee is required to work in excess of their agreed hours, they will receive overtime in accordance with clause 43 of the Agreement.

A handwritten signature in black ink, appearing to read 'Stuart McCullough', is positioned above the printed name.

Stuart McCullough
Chief Executive Officer
14 August 2019