



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Victorian Hospitals' Industrial Association**  
(AG2018/6364)

## **VICTORIAN STAND-ALONE COMMUNITY HEALTH SERVICES (HEALTH AND ALLIED SERVICES, MANAGERS AND ADMINISTRATIVE OFFICERS) MULTIPLE ENTERPRISE AGREEMENT 2018-2022**

Health and welfare services

DEPUTY PRESIDENT MILLHOUSE

MELBOURNE, 15 MAY 2019

*Application for approval of the Victorian Stand-Alone Community Health Services (Health and Allied Services, Managers and Administrative Officers) Multiple Enterprise Agreement 2018-2022.*

[1] An application has been made for approval of an enterprise agreement known as the Victorian Stand-Alone Community Health Services (Health and Allied Services, Managers and Administrative Officers) Multiple Enterprise Agreement 2018-2022 (Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (Act). It has been made by Victorian Hospitals' Industrial Association (Applicant). The Agreement is a multi-enterprise agreement.

[2] The Applicant 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, 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 Agreement lodged contained administrative errors at Schedule E(1) and E(4). On 2 April 2019, the Applicant filed an amended version of the Agreement correcting these errors. I am satisfied that the correction should be made and that it is appropriate to do so pursuant to s.586 of the Act.

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

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 22 May 2019. The nominal expiry date of the Agreement is 1 February 2022.



DEPUTY PRESIDENT

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## Annexure A



### Victorian Hospitals' Industrial Association

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10 May 2019

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

Dear Deputy President,

**Undertakings - Victorian Stand-Alone Community Health Services (Health and Allied Services, Managers and Administrative Officers) Multiple Enterprise Agreement 2018-2022 (AG2018/6364)**

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 A and who are proposed to be covered by the *Victorian Stand-Alone Community Health Services (Health and Allied Services, Managers and Administrative Officers) Multiple Enterprise Agreement 2018-2022*
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* (the **Act**):

- (i) With respect to Flexible Working Arrangements (Clause 24, pp. 25):

*Employee may request change in working arrangements if:*

- *any of the circumstances referred to in sub-clause 24.1(a)-(f) apply to an Employee; and,*
- *the Employee would like to change their working arrangements because of those circumstances.*

*then the employee may request the employer for a change in working arrangements relating to those circumstances.*

- (ii) With respect to the accrual of Annual Leave for part time employees (Clause 56.1(b), pp 55) or any employee who takes Annual Leave in advance (Clause 56.8(b), pp. 58).

*Sub-clause 56.1(b) or 56.8(b) cannot be used to avoid an obligation or limit an entitlement provided by section 87(2) of the Act.*

*Section 87(2) of the Act provides:*

*Our members care for people. VHIA cares for its members.*

*An employee will accrue Annual Leave progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year*

- (iii) With respect to the amount of paid personal/carer's leave afforded to an employee (Clause 58.2(c), pp. 60-61):

*Sub-clause 58.2(c) cannot be used to avoid an obligation or limit an entitlement provided by section 96 of the Act.*

*Section 96 of the Act provides.*

*"For each year of service with his or her employer, an employee is entitled to 10 days of paid personal/carer's leave"*

*An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year"*

- (iv) With respect to whether a paid personal/carer's leave can be taken where another person has taken leave to care for the same person (Clause 58.6(d), pp. 62):

*Sub-clause 58.6(d) cannot be used to avoid an obligation or limit an entitlement provided by section 97 of the Act.*

*Section 97 of the Act provides.*

*An employee may take paid personal/carer's leave if the leave is taken:*

*(a) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or*

*(b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:*

*(i) a personal illness, or personal injury, affecting the member; or*

*(ii) an unexpected emergency affecting the member.*

- (v) With respect to a casual's entitlement to unpaid carer's leave (Clause 58.9(a)(i), pp. 62):

*Sub-clause 58.9(a)(i) cannot be used to avoid an obligation or limit an entitlement provided by section 102 of the Act.*

*Section 102 of the Act provides.*

*An employee is entitled to 2 days of unpaid carer's leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:*

*(a) a personal illness, or personal injury, affecting the member; or*

*(b) an unexpected emergency affecting the member.*

- (vi) With respect to the minimum period of notice upon termination for Health and Allied Services employees classified under Schedule C only (Clause 26.3, pp. 27)

*An employee with more than 5 years continuous service with the employer up to the end of the day the notice of termination is given will be entitled to four (4) weeks' notice.*

- (vii) 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 no less than the Award, and that the Modern Award rate in the below table will be adopted as the rate of pay from 1 July 2018 for those classifications prescribed.*

<b>Agreement Classification</b>	<b>Agreement Rate (as at 1 July 2018)</b>	<b>Modern Award translation</b>	<b>Modern Award Rate (as at 1 July 2018)</b>
Chef Grade B	\$1,046.20	Level 8, PP3	\$1,054.90
Chef Grade A	\$1,093.40	Level 8, PP3	\$1,054.90
Second Cook Grade B	\$994.10	Level 8, PP2	\$985.50
Second Cook Grade A	\$1,046.20	Level 8, PP3	\$1,054.90
Security Officer Grade 2	\$954.50	Level 8, PP1	\$960.30
Dental Nurse (Trainee)	\$471.97	Level 1 <sup>#</sup>	\$719.20
Dental Nurse Level 2	\$536.86	Level 4	\$837.40

<sup>#</sup> minimum weekly rate for full-time trainees under the *Miscellaneous Award 2010*

NB: the above reflects full-time weekly rates of pay

(viii) With respect to the minimum rates of pay for juniors provided in the Award:

The Employer agrees that the employee will be paid no less than the Award having regard to their appropriate rate of pay, determined by their age as provided in the Award.

This will apply in the following classifications where the employee is **18 years of age** until the Agreement rates exceed the Award rates:

Agreement Classification	Agreement Rate (as at 1 July 2018)	Modern Award translation	Modern Award Rate (as at 1 July 2018)
Junior Security Officer Grade 2 (1 <sup>st</sup> year)	\$668.20	Junior— Level 8, PP1 (18 years)	\$672.22
Junior Chef Grade B (1 <sup>st</sup> year)	\$695.90	Junior— Level 8, PP3 (18 years)	\$751.64

This will apply in the following classifications where the employee is **19 years of age** until the Agreement rates exceed the Award rates:

Agreement Classification	Agreement Rate (as at 1 July 2018)	Modern Award translation	Modern Award Rate (as at 1 July 2018)
Junior Food & Domestic Assistant (1 <sup>st</sup> year)	\$594.30	Junior— Level 1, (19 years)	\$611.80
Junior Cleaner (1 <sup>st</sup> year)	\$594.30	Junior— Level 1, (19 years)	\$611.80
Junior Driver <1.25 tonnes (1 <sup>st</sup> year)	\$627.20	Junior— Level 2, (19 years)	\$637.26
Junior Personal Care Worker Grade 1 (1 <sup>st</sup> year)	\$627.20	Junior— Level 2, (19 years)	\$637.26
Junior Handyperson Unqualified (1 <sup>st</sup> year)	\$594.30	Junior— Level 2, (19 years)	\$637.26
Junior Gardener Non Trade (1 <sup>st</sup> year)	\$614.00	Junior— Level 2, (19 years)	\$637.26
Junior Cook Employed Alone (1 <sup>st</sup> year)	\$627.20	Junior— Level 3, (19 years)	\$661.96
Junior Personal Care Worker Grade 2 (1 <sup>st</sup> year)	\$653.80	Junior— Level 3, (19 years)	\$661.96
Junior Food Monitor (1 <sup>st</sup> year)	\$633.60	Junior— Level 4, (19 years)	\$669.94
Junior Driver Over 3 tonnes (1 <sup>st</sup> year)	\$653.80	Junior— Level 4, (19 years)	\$669.94
Junior Driver 12-13 tonnes (1 <sup>st</sup> year)	\$668.20	Junior— Level 4, (19 years)	\$669.94



Junior Gardener Trade (1 <sup>st</sup> year)	\$668.20	Junior— Level 4, (19 years)	\$669.94
Junior Second Cook Grade C (1 <sup>st</sup> year)	\$680.00	Junior— Level 8, PP1 (19 years)	\$768.36
Junior Security Officer (2 <sup>nd</sup> year)	\$763.60	Junior— Level 8, PP1 (19 years)	\$768.36
Junior Chef Grade B (1 <sup>st</sup> year)	\$695.90	Junior— Level 8, PP3 (19 years)	\$843.98
Junior Chef Grade B (2 <sup>nd</sup> year)	\$795.30	Junior— Level 8, PP3 (19 years)	\$843.98

- (ix) With respect to the minimum rates of pay for Adult Apprentices:

*The minimum rate for an adult apprentice will be the rate prescribed for apprentices in the Agreement or the rate provided in the Award; whichever is the greater.*

The Employer agrees that the employee will be paid no less than the Award having regard to their appropriate rate of pay, determined by their age as provided in the Award.

- (x) With respect to the classification 'All other Employees':

*The Employer agrees that an employee classified as 'All other Employees' will not be engaged to perform work in a classification more senior than one which aligns to a Support Services Employee Level 1 under the Award.*

- (xi) With respect to Ordinary Hours of Work – Spread of Hours (Clause 46.5 and 46.6 and 46.7 pp. 44-55)

*The Employer agrees that an employee classified as 'Management & Administrative Officers' or 'Health and Allied Services and Dental Assistants,' will not be required to perform so many ordinary hours of work beyond 6:00am – 6:00pm Monday to Friday that the employee would be better off overall under the Award.*

*The Employer agrees to reconcile an employee's wages as compared against the Award on a six-monthly basis.*

*The reconciliation will occur at the Employer's initiative and must result in the employee being "better off overall" when compared to the Award.*

*If, as a result of the reconciliation, the employee is not "better off overall" when compared to the Award, the Employer will be required to top up the employee to an amount that is better than the position under the Award*

- (xii) With respect to Casual Overtime (Clause 22.4), pp. 24)

*The Employer agrees that a casual employee will not be required to perform so many ordinary hours of work beyond 6:00am – 6:00pm Monday to Friday or in excess of 10 hours per day that the employee would be better off overall under the Award.*

*The Employer agrees to reconcile an employee's wages as compared against the Award on a six-monthly basis.*

*The reconciliation will occur at the Employer's initiative and must result in the employee being "better off overall" when compared to the Award.*

*If, as a result of the reconciliation, the employee is not "better off overall" when compared to the Award, the Employer will be required to top up the employee to an amount that is better than the position under the Award.*

- (xiii) With respect to where an Employee does not provide the requisite notice (Clause 27.3), pp. 29)

*Where an Employee fails to give the notice specified in clause 27.3 of the Agreement, the Employer has the right to withhold monies due to the employee to a maximum amount equal to one (1) weeks' pay.*

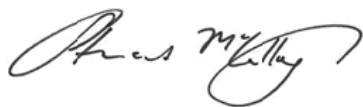
- (xiv) With respect to Overtime in Lieu (**TOIL**) (Clause 51), pp. 48)

*Where an employee's employment terminates and time off in lieu for overtime worked by the employee has not been taken, the Employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked*

- (xv) With respect to rates of pay for Management and Administrative Officers (Section 1 of Schedule E), pp.146)

*The Employer agrees that Employees who are engaged to perform the duties of Management and Administrative Officers Grade 11 to 13 (inclusive) will be paid no less than the rates prescribed below.*

Classification	FFPPOA 8-June-18	FFPPOA 1-Jul-18	FFPPOA 1-Jul-19	FFPPOA 1-Jul-20	FFPPOA 1-Jul-21
Grade 11	\$2,631.40	\$2,710.00	\$2,791.00	\$2,874.40	\$2,931.70
Grade 12	\$2,641.40	\$2,720.00	\$2,801.00	\$2,884.40	\$2,941.70
Grade 13	\$2,651.40	\$2,730.00	\$2,811.00	\$2,894.40	\$2,951.70



Stuart McCullough  
Chief Executive Officer  
10 May 2019



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

**VICTORIAN STAND-ALONE COMMUNITY HEALTH SERVICES  
(HEALTH AND ALLIED SERVICES, MANAGERS AND  
ADMINISTRATIVE OFFICERS) MULTIPLE ENTERPRISE  
AGREEMENT 2018-2022**

## **PART 1 – APPLICATION AND OPERATION OF THE AGREEMENT**

### **1. AGREEMENT TITLE**

1.1 This Agreement shall be known as the *Victorian Stand-Alone Community Health Services (Health and Allied Services, Managers and Administrative Officers) Multiple Enterprise Agreement 2018-2022*.

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### 3. COMMENCEMENT DATE AND PERIOD OF OPERATION

3.1 This Agreement shall come into effect seven days from the date of approval by Fair Work Commission.

3.2 This Agreement shall nominally expire on 1 February 2022 or 4 years from the date of approval by Fair Work Commission, whichever is the earlier.

3.3 The Agreement shall continue to operate after the nominal expiry date in accordance with the provisions of the *Fair Work Act 2009* (Cth).

3.4 The parties shall, three (3) months prior to the nominal expiry date of this Agreement, endeavour to commence negotiations for a replacement Agreement provided that any claim made by any party during this period may not be supported by industrial action.

#### 4. **INCIDENCE AND COVERAGE**

4.1 This Agreement covers:

- (a) the employers listed in **Schedule A** of this Agreement;
- (b) all employees who are employed by any of the employers in any of the classifications set out in this Agreement; and
- (c) the Health Services Union as a bargaining representative for the Agreement.
- (d) Without affecting the generality of the above **clause 4.1**:
  - (i) **Part 9** of this Agreement applies only to those employees whose employment is covered by the classifications set out in **Schedule B** (*Management and Administrative Officers*);
  - (ii) **Part 10** of this Agreement applies only to those employees whose employment is covered by the classifications set out in **Schedule C** (*Health and Allied Services Employees*).
  - (iii) **Part 11** of this Agreement applies only to those employees whose employment is covered by the classifications set out in **Schedule D** (*Dental Assistants*).

#### 5. **RELATIONSHIP TO PREVIOUS AWARDS AND AGREEMENTS**

5.1 This is a comprehensive agreement that operates to the exclusion of any award, workplace determination or other agreement which previously applied to Employees covered by this Agreement.

#### 6. **INDIVIDUAL FLEXIBILITY ARRANGEMENTS**

6.1 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.

6.2 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) overtime rates;
- (c) penalty rates;
- (d) allowances; and
- (e) leave loading.



- 6.3 An employee may nominate a representative to assist in negotiations for an individual flexibility arrangement.
- 6.4 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.
- 6.5 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.
- 6.6 The employer must give a copy of the individual flexibility arrangement to the employee within 14 days after it is agreed to.
- 6.7 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.
- 6.8 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:
  - (d) by either the employee or employer giving a specified period of written notice, with the specified period being not more than 28 days; and
  - (e) at any time by written agreement between the employee and employer.
  - (f) 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). 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.

## **7. SAVINGS**

- 7.1 Nothing in this Agreement shall affect any condition of employment, which is superior to any term or condition pursuant to this Agreement, which an employee was entitled to immediately prior to this Agreement coming into effect.
- 7.2 The increases contained in this Agreement may be absorbed into any over award/agreement arrangements where they exist.

7.3 Where an employee is classified as a Dental Nurse and transitions to the Dental Assistant Structure in accordance with **clause 109**; and as a result, experienced a reduction in remuneration ordinarily received by the employee, the employee will be paid no less than their pre-transition remuneration.

## 8. NO EXTRA CLAIMS

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

## 9. ANTI-DISCRIMINATION

9.1 It is the intention of the parties covered by the 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 12**(Dispute Settlement), the parties covered by the Agreement 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; or
- (c) any exemptions provided under the *Fair Work Act 2009*.

## 10. DEFINITIONS

10.1 **Agreement** means the *Victorian Stand-Alone Community Health Services (Health and Allied Services, Managers and Administrative Officers) Multiple Enterprise Agreement 2011-2015*, including all Schedules.

10.2 **Base rate of pay** means the rate of pay payable to an employee in accordance with Schedule G for his or her ordinary hours of work, but not including any incentive-based payments and bonuses, loadings, allowances, overtime, penalty rates or any other separately identifiable amounts.

10.3 **De facto partner**, in relation to an employee, means: a person who, although not married to the employee, lives with them 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 includes a former de facto of the employee.

10.4 **Dental Assistant** means an employee classified in accordance with **Schedule D** of this Agreement, and paid pursuant to **Schedule E**.

10.5 **Department Head** means a person responsible for a department or section of the health service covered by this Agreement.

10.6 **Department** refers to employees within a department who are covered by this Agreement.

10.7 **Designated Work Group** means a group of employees within a workplace that are entitled to elect an HSR in accordance with the OHS Act.

10.8 **DHHS** means the Department of Health and Human Services.

10.9 **Divisional Director** means a person appointed as such by the employer.

10.10 **Employee couple:** two employees are considered an employee couple if each of the employees is the spouse or defacto of the other.

10.11 **Employee** means a person employed by an employer listed in **Schedule A** who is employed in any of the classifications covered by this Agreement on a full-time, part-time, fixed-term or casual basis.

10.12 **Employer** means each health service listed in **Schedule A**.

10.13 **Employer organisation** means an organisation of employers, which would specifically include the VHIA.

10.14 **Experience** means experience at any such work in any workplace subject to this Agreement or the *Victorian Public Health Sector (Health Professionals, Health and Allied Services, Managers & Administrative Officers) Multiple Enterprise Agreement 2011-2015* (AE896737) responsiveness list, within the last five (5) years, excluding any unpaid leave.

10.15 **Fair Work Act** means the *Fair Work Act 2009* (Commonwealth) as varied from time to time or any successor to that Act.

10.16 **FWC** means Fair Work Commission.

10.17 **Health and Allied Services Employee** means an employee classified in accordance with **Schedule C** of this Agreement, and paid pursuant to **clause 2 of Schedule E**.

10.18 **First State Super** means the First State Super superannuation fund, or any successor fund to it.

10.19 **HSR** means an employee elected to the position of Occupational Health and Safety Representative of a Designated Work Group in accordance with the OHS Act.

- 10.20 **HWU Delegate** shall have the same meaning as HWU Representative or Job Representative.
- 10.21 **HWU or Union** means the Health Services Union Victoria No. 1 Branch trading as the "Health Workers Union".
- 10.22 **Immediate family** means a spouse, former spouse de facto partner, former defacto partner, child including adopted child, step child and exnuptial child, parent, grandparent, grandchild or sibling of the employee; and a child, parent grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
- 10.23 **Jury service pay** means an amount paid in relation to jury service under a law of the Commonwealth, a State or Territory, other than an amount that is, or that is in the nature of, an expense-related allowance.
- 10.24 **Jury service summons** means a summons or other instruction (however described) that requires a person to attend for, or perform, jury service.
- 10.25 **Management and Administrative Officer** means an employee classified in accordance with **Schedule B** of this Agreement, and paid pursuant to **clause 1** of **Schedule E**.
- 10.26 **Medical certificate** means a certificate from a medical practitioner.
- 10.27 **Medical practitioner** means a person registered as a medical practitioner by the Medical Board of Australia.
- 10.28 **National Employment Standards** means the National Employment Standards detailed in Part 2-2 of the Fair Work Act, as varied from time to time.
- 10.29 **NES** has the same meaning as National Employment Standards
- 10.30 **OHS Act** means the *Occupational Health and Safety Act 2004* (Victoria) as varied from time to time, or any successor to that Act.
- 10.31 **Party** means the Employer, Employees and the HWU who are covered by this Agreement.
- 10.32 **PMU** means power mass units, as stated on the certificate of registration for a motor vehicle.
- 10.33 **School age**, in relation to a child, means the age at which the child is required by law to start attending school.
- 10.34 **Shift Worker** - for the purposes of the National Employment Standards (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.
- 10.35 **Spouse** includes a former spouse.

10.36 **VHIA** means the Victorian Hospitals' Industrial Association.

## PART 2 – DISPUTE RESOLUTION, CONSULTATIVE STRUCTURES AND DISCIPLINE

### 11. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

#### 11.1 Consultation regarding major workplace change

Where an Employer proposes a major change that may result in the termination of the employment of an Employee or Employees or other significant effect, the Employer will consult with affected Employee/s, the Union covered by this agreement and, where relevant, the Employee's nominated representative. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

#### 11.2 Definitions

Under this Agreement:

- (a) **Consultation** refers to a genuine opportunity to influence the decision maker, but not joint decision making.
- (b) **Significant effect** includes but is not limited to:
  - (i) Termination of employment as a result of the change;
  - (ii) Reduction of hours of work and/or reduction in remuneration;
  - (iii) Changes to an Employee's classification or substantial duties (which includes restructuring of jobs) or outsourcing;
  - (iv) The need for retraining or relocation / redeployment to another site (where flexibility of work locations is not provided for in the employee's contract of employment);
  - (v) Major changes in the composition or operation the Employer's workforce or in the skills required including where this arises because of changes to the legal structure of the employer; or
  - (vi) The elimination or diminution of job opportunities, promotion opportunities or job tenure, including as a result of technology changes.
- (c) **Measures to mitigate or avert** the adverse effect of change may include but are not limited to:
  - (i) Redeployment where it is reasonable in the circumstances to do so;
  - (ii) Retraining of an Employee or Employees;
  - (iii) Salary maintenance;
  - (iv) Job sharing; and
  - (v) Maintenance of accruals.

#### 11.3 Change Impact Statement to set out proposed workplace change



- (a) To facilitate consultation, the Employer shall provide affected Employee/s and the Union covered by this Agreement with a written Change Impact Statement setting out all relevant information about the proposed workplace change including:
  - (i) The details of proposed change;
  - (ii) The reasons for the proposed change;
  - (iii) The possible effect on Employees of the proposed change;
  - (iv) Measures the Employer is considering that may mitigate or avert the effects of the proposed change; and
  - (v) The right of an affected Employee to have a representative including a Union representative.

#### **11.4 Meeting**

As part of the consultation process, the Employer will meet with the affected Employee/s and if requested the Union covered by this Agreement and any other nominated representative to discuss the proposed change and any proposals to mitigate or avert the effects of the proposed change.

#### **11.5 Amendment to proposal**

- (a) The Employer will give prompt and genuine consideration to matters arising from consultation and will advise the affected Employees and if requested the Union covered by this Agreement and any other nominated representative in writing of the outcome of consultation including:
  - (i) whether the Employer intends to proceed with the change proposal;
  - (ii) any amendment to the change proposal arising from consultation;
  - (iii) details of any measures to mitigate or avert the effect of the changes on affected Employees; and
  - (iv) a summary of how matters that have been raised by Employees and their nominated representative (if any) have been taken into account.

#### **11.6 Parental leave or other absence**

For the avoidance of doubt, the obligation to consult under this clause includes those who are absent on leave including parental leave.

#### **11.7 Disclosure of confidential information**

Nothing in this clause requires an employer to disclose confidential information that would be contrary to the employer's interests.

### **11.8 Consultation about changes to rosters or hours of work**

- (a) Where an Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with the Employee or Employees affected and their nominated representatives (if any) about the proposed change.
- (b) The Employer must:
  - (i) provide to the Employee or Employees affected and their nominated representatives (if any) information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence);
  - (ii) invite the Employee or Employees affected and their nominated representatives (if any), to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
  - (iii) give consideration to any views about the impact of the proposed change that are given by the Employee or Employees concerned and/or their nominated representatives (if any).
- (c) The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

## **12. DISPUTE SETTLEMENT**

12.1 This dispute resolution procedure will apply to workplace grievances including but not limited to:

- (a) this Agreement;
- (b) the National Employment Standards;
- (c) A request for flexible working arrangements.

### **12.2 Right of representation**

A party to the dispute may appoint another person, organisation or association (including a Union or employer organisation) to accompany or represent them in relation to the dispute at any time. A representative, including a Union or employer representative, may initiate the dispute. 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.

### **12.3 Internal process**

The parties will attempt to resolve the matter at the workplace as follows:

- (a) In the first instance, by discussions between the Employee/s and the relevant supervisor; and
- (b) If the dispute is still unresolved, by discussions between the Employee/s and more senior levels of local management

The above steps shall take place within fourteen calendar days or such longer period as is reasonable in the circumstances or mutually agreed.

#### **12.4 Referral to the Commission**

- (a) If a dispute is unable to be resolved at the workplace, the dispute may be referred to the FWC for conciliation by a party to the dispute or representative and, where the matter in dispute remains unresolved, arbitration.
- (b) The decision of FWC will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.

#### **12.5 Work to Continue in accordance with Custom and Practice**

- (a) While the dispute resolution procedure is being conducted work shall continue normally according to the custom or practice existing before the dispute arose until the dispute is resolved. No party shall be prejudiced by the continuation of work. Health and safety matters are exempted from this clause.

#### **12.6 Dispute Settlement Facilitation**

- (a) Where the chosen representative is another Employee of the Employer, that Employee shall be released by the Employer from normal duties as is reasonably necessary to enable them to represent the Employee/s including:
- (b) Investigating the circumstances of the dispute; and
- (c) Participating in the processes to resolve the dispute, including conciliation and arbitration.

#### **12.7 Disputes of a Collective Character**

- (a) It is agreed that disputes of a collective character may be dealt with more expeditiously by an early reference to the FWC. However, no dispute of a collective character may be referred to the FWC directly without a genuine attempt to resolve the dispute at the workplace level as required by this clause.

### **13. REDUNDANCY**

#### **13.1 NES**

- (a) Redundancy entitlements are prescribed by the NES. This clause contains additional terms to the NES.

#### **13.2 Consultation**

- (a) Where an Employee's employment may be terminated as a result of redundancy, the provisions of **clause 11**(Consultation Regarding Major Workplace Change) apply. This clause requires that an Employer consult regarding a proposed change that may have a significant effect, and to consider measures that may mitigate or avert the impact of the change including but not limited to:
  - (i) Retraining of an Employee or Employees;
  - (ii) Salary maintenance;
  - (iii) Job sharing; and
  - (iv) Maintenance of accruals.

### **13.3 Transfer to lower paid duties**

- (a) 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 instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing. Nothing in this clause shall limit the right of an Employee to claim redundancy pay under **sub-clause 13.7** on the basis that the role to which the Employee has been transferred is not acceptable employment consistent with the Act.

### **13.4 Employee leaving during notice period**

- (a) An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

### **13.5 Job search entitlement**

- (a) An Employee given notice of termination in circumstances of redundancy must 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 must, at the request of the Employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

### **13.6 Effect of this provision**

- (a) The entitlements contained at **13.7** and **13.8** of this clause operate in accordance with s. 55 of the Act.

### **13.7 Redundancy payment**

- (a) Where a comparable role cannot be identified and an Employee's employment is terminated either:
  - (i) at the Employer's initiative because the Employer no longer requires the job done by the Employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour, or
  - (ii) because of insolvency or bankruptcy of the Employer,
  - (iii) he or she shall be eligible for the relevant redundancy package available under Victorian Government policy at the time of the termination.

### **13.8 Exclusions and variations**

- (a) Nothing in this clause shall affect any right to apply, exclusion, right or limit contained in the NES concerning redundancy provided at sections 120 to 123 of the Act.

### **13.9 Alternatives to redundancy**

- (a) Before termination of employment due to redundancy occurs, the Employer shall give genuine consideration to alternatives including:
  - (i) Whether the change can be achieved through an alternative means such as natural attrition, leave, voluntary reduction of hours / job sharing or voluntary departure; and
  - (ii) Whether it would be reasonable in all the circumstances to redeploy affected Employee/s.
- (b) In considering whether it would be reasonable in all the circumstances to redeploy the affected Employee, the Employer shall:
  - (i) Identify existing vacancies and consider whether it may be reasonable to redeploy the Employee to a vacant role; and
  - (ii) Advise the Employee in writing, identifying whether there are, in its view, any roles into which the Employee may reasonably be redeployed.
- (c) **The Employee may:**
  - (i) Require the Employer to disclose all the vacancies regardless of whether the Employer believes it would be reasonable to redeploy the Employee to those role/s; and / or
  - (ii) Meet the Employer to discuss whether it would be reasonable to redeploy him/her to any of the vacant positions.
- (d) Nothing in **clause 13.9** shall prevent either party from disputing whether it would be reasonable in all the circumstances to redeploy the Employee.
- (e) Where an Employee facing redundancy expresses an interest in a vacant position, the Employee will be interviewed by the Employer for that position

where the Employee has or could reasonably have the skills to perform the vacant position.

**13.10 Employee Obligations**

- (a) The Employee must actively participate in the redeployment process including:
  - (i) identifying appropriate retraining needs;
  - (ii) developing a resume / CV to assist in securing redeployment;
  - (iii) actively monitoring and exploring appropriate redeployment opportunities and working with the appointed case manager.

**13.11 Rejecting a comparable role**

- (a) For the purpose of this clause, a comparable role is one that remains ongoing and:
  - (i) Is within the same skill set as the current position
  - (ii) Is a position that the employee is qualified to perform, or otherwise could undertake with reasonable training;
  - (iii) Has the same classification level and pay as the current position (or is otherwise acceptable to the employee)
  - (iv) Is a reasonable distance from the employee's current work location;
  - (v) Has regard to the number of ordinary hours normally worked by the employee
  - (vi) Takes into account the employees personal circumstances, including family responsibilities.
- (b) Where an Affected Employee rejects an offer of redeployment to a comparable role (as defined), the Affected Employee may be ineligible for a departure package referred to at **subclause 13.7**.

**14. DISCIPLINARY PROCEDURES**

14.1 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.

**14.2 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.

**14.3 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 for any process (investigatory or disciplinary) in accordance with this clause. This includes all interviews or meetings conducted by the Employer, or conducted on the Employer's behalf, pursuant to this clause.

#### **14.4 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
- (c) any explanation by the employee relating to conduct

#### **14.5 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 12 month period for that course of conduct;
- (vi) 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 12 months
- (vii) 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

14.6The Employer's decision and a summary of its reasons will be notified to the employee in writing.

14.7Except for **sub-clause 14.5(a)(vii)**, if after any warning, a period of 12 months elapses without any further warning being required, all adverse reports relating to the warning must be removed from the employee's personnel file.

14.8A dispute over the clause is to be dealt with in accordance with the Dispute Settling Procedure of this Agreement.

14.9An Employer may terminate an Employee within the first 6 months of employment without progressing through 14.5(a)(i) to 14.5(a)(v) on the proviso that the Employer can show the Employee was provided an opportunity to improve their performance or conduct prior to termination.

## 15. **PROMOTING DISABLED WORKFORCE PARTICIPATION**

15.1The parties commit to the promotion of employment for people with disabilities though increasing the representation of people with disabilities working in all health professions/services.

## 16. **PROMOTING ABORIGINAL AND TORRES STRAIT ISLANDER WORKFORCE PARTICIPATION**

16.1The parties commit to the promotion of Aboriginal and Torres Strait Islander employment though Increasing the representation of Aboriginal and Torres Strait Islander people working in all health professions/services.

## 17. **CLASSIFICATION STRUCTURE REVIEW (ADMINISTRATIVE AND CLERICAL STRUCTURE)**

17.1The parties will meet (with equal representation of both VHIA, HWU and their members), within six (6) months of the Agreement being approved by the Fair Work Commission, to commence the development of a Classification Structure that appropriately recognizes Administrative and Clerical Work that is (amongst other things):

- (a) Community Health specific;
- (b) Easy to read and in plain English;
- (c) Eliminates unnecessary duplication; and,
- (d) Recognises work value.

17.2The parties will provide a progress report of the work that has occurred to Community Health Centre's within three (3) months of the Agreement expiring.

17.3Any disputes arising out of the operation of this **clause 14**will be managed in accordance with the Dispute Resolution Procedure provisions in **clause 12** of the Agreement.

## **PART 3 – EMPLOYMENT ARRANGEMENTS**

### **18. TYPES OF EMPLOYMENT**

18.1 Employees under this Agreement may be employed in any one of the following employment categories:

- (a) full-time employment;
- (b) regular part-time employment; or
- (c) casual employment.

18.2 At the time of engagement an employer shall inform each employee of the terms of their engagement, and in particular whether they are to be full-time, regular part-time or casual.

### **19. MINIMUM ENGAGEMENT**

19.1 Each employee shall be paid for a minimum of three (3) hours, with the exception of employees eligible for payment of overtime in accordance with **clause 50** (Overtime) of this Agreement.

19.2 No employee shall be paid less than the minimum hours of engagement.

### **20. FULL-TIME EMPLOYMENT**

20.1 A full-time employee is one who is ready, willing and available to work a full week of 38 hours, or an average of 38 hours as per **clause 46** (Hours of Work) at the times and during the hours that are mutually agreed upon, or in the absence of such agreement, as prescribed by the employer.

20.2 Subject to the provisions of **clause 46** (Hours of Work) a full-time employee shall be paid the full weekly wage for their classification irrespective of the number of hours worked not exceeding 38, or an average of 38 per week.

### **21. REGULAR PART-TIME EMPLOYMENT**

21.1 The employer may employ regular part-time employees in any classification covered by this Agreement.

21.2 A regular part-time employee is one who:

- (a) works less than full-time hours per week (or fortnight);
- (b) has reasonably predictable hours of work; and
- (c) receives, on a pro-rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

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

- (a) a regular pattern of work, specifying at least 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.

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

21.5 Regular part-time employees shall be paid 1/38th of the weekly wage rate for their classification pursuant to **Schedule E**. All leave entitlement shall accrue on a pro-rata basis.

21.6 An employee who does not meet the definition of a regular part-time employee and who is not full-time shall be paid as a casual employee in accordance with **clause 22** (Casual Employment).

**21.7 Health and Allied Services Employees and Dental Assistants**

- (a) The following provisions apply only to regular part-time employees classified under **Schedule C** and **Schedule D**:
  - (i) Payment in respect of any period of personal leave (where an employee has an accumulated entitlement) shall be on a pro-rata basis 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 the level that the employee would have received had they not been absent.
  - (ii) The payment or deduction of payment in lieu of notice of termination of employment shall be calculated on a pro-rata basis.
  - (iii) Any period of annual leave, long service leave and sick leave to which an employee is entitled shall accrue on a pro-rata basis according to the number of hours worked on average over the past twelve months.
  - (iv) Subject to the foregoing provisions of this clause, all the provisions of this Agreement shall apply to regular part-time employees.
  - (v) Notwithstanding the above, a part-time employee who is employed on a regular basis for four hours or less per week shall be paid according to **clause 22** (Casual Employment).

**21.8 Part Time Review of Hours**

- (a) Where over a period of 52 weeks or more a part-time Employee regularly and systematically works more than their contracted hours, the Employer or the Employee may request in writing a contract reflecting that the Employee's hours have increased on a permanent basis. Such a request will not be unreasonably refused by either party.
- (b) An Employee will not be considered to be regularly and systematically rostered if the shifts the Employee has been working are replacing an absent Employee

(for example parental leave, long service leave, workers' compensation or personal leave) or a temporary flexible work arrangement.

- (c) 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 **subclause 21.8(a)**, at the time of making the request the Employer will also notify the Employee in writing of their obligations under this subclause.
- (d) Where such a conversion occurs, the Employee will be provided with a Letter of Appointment setting out the revised employment arrangements.

## **22. CASUAL EMPLOYMENT**

22.1A casual employee is one who is engaged in relieving work or work of a casual nature and whose employment is terminable without notice by the employer, in accordance with their requirements, or by the employee.

22.2Casual employees shall be paid an amount equal to 1/38th of the weekly wage rate for their classification per hour plus:

- (a) a 25% loading for work performed on week days;
- (b) a 75% loading for work performed on Saturdays, Sundays and Public Holidays.

22.3A casual employee shall be entitled to receive the appropriate uniform and other allowances contained in this Agreement.

22.4The provisions of **clause 50** (Overtime), **clause 55** (Public Holidays), **clause 56** (Annual Leave), **clause 58** (Personal/Carer's Leave), **clause 59** (Compassionate Leave), and **clause 62** (Parental Leave) shall not apply to casual employees, except where the relevant clause expressly provides entitlements for casual employees.

22.5In addition to **sub-clause 22.4** above, **clause 60** does not apply to casual employees classified under **Schedule D**.

### **22.6 Casual Conversion**

- (a) Where a casual Employee has worked shifts on a regular and systematic basis over a period of 52 weeks or more, the Employer and the Employee recognise that the Employee may be more properly classified as part-time or full-time.
- (b) An Employee will not be considered to be rostered 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 leave) or a temporary flexible work arrangement.
- (c) Either the Employer or the Employee may request in writing the conversion of the Employee to full-time or part-time employment (whichever is applicable) and such a request will not be unreasonably refused by either party.



- (d) 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 **subclause 22.6(c)**, at the time of making the request the Employer will also notify the Employee in writing of their obligations under this **subclause 22.6(d)**.
- (e) Where an Employee converts from casual to full or part-time employment, the Employee's minimum weekly hours will be those worked on a regular and systematic basis as described in **subclauses 22.6(a)** and **22.6(b)** above, and the provisions of **clause 20** (Full-time Employment) or **21**(Regular Part-Time Employment) (whichever is relevant) will apply.
- (f) Where such a conversion occurs, the Employee will be provided with a Letter of Appointment setting out the revised employment arrangements, acknowledging any period/s of casual employment with the Employer.

### 23. **FIXED TERM EMPLOYMENT**

23.1 A fixed-term employee is one who is engaged on a full-time or regular part-time basis for a fixed period of time and who is ready, willing and available to work the hours and times that are mutually agreed or, in the absence of agreement, as prescribed by the employer at the time of engagement

23.2 In the case of employees classified under **Schedule B**, fixed term employment can only be offered for true fixed term arrangements, including but not limited to:

- (a) special projects;
- (b) maternity leave relief; and
- (c) long service leave relief.

23.3 In the case of Employees classified under **Schedule D**, it is the intention of the Employer to limit the use of fixed term employment to cover specified absences (e.g. maternity leave) or for specified project activity or unusual or unexpected increases in workload. Where practicable, employment shall be ongoing. Fixed-term employment shall be limited to a period of time not exceeding 12 months.

### 24. **REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS**

24.1 An employee who is a parent, or has responsibility for the care, of a child may ask the employer for a change in working arrangements for the purpose of assisting the employee to care for the child if:

- (a) are the parent, or have responsibility for the care, of a child who is school aged or younger
- (b) are a carer (under the *Carer Recognition Act 2010*)
- (c) have a disability
- (d) are 55 or older

- (e) are experiencing family or domestic violence, or
- (f) provide care or support to a member of their household or immediate family who requires care and support because of family or domestic violence.

24.2A request made under **clause 24.1** may include, but is not limited to, changes in hours of work, changes in patterns of work or changes in the location of work.

24.3An employee is not entitled to make a request under **clause 24.1** unless:

- (a) for an employee, other than a casual employee, they have completed at least 12 months continuous service with the employer immediately before making the request; or
- (b) for a casual employee, they have:
  - (i) been engaged by the employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months immediately before making the request; and
  - (ii) have a reasonable expectation of continuing engagement by the employer on a regular and systematic basis.

24.4A request made under **clause 24.1** must be in writing and set out:

- (a) details of the change in working arrangements sought by the employee; and
- (b) the reasons for the change.

24.5The employer must respond to a request made under **clause 24.1** within 21 days, stating whether or not the request is granted.

24.6The employer may refuse a request made under **clause 24.1** on reasonable business grounds.

24.7If the employer refuses a request made by an employee under **clause 24.1**, the written response provided under **clause 24.5** must include the reasons for such refusal.

## 25. VACANCIES

25.1Where a vacancy arises within a department, the responsible manager will initiate action to advertise the vacant position or available hours, internally at first instance and then externally if necessary, immediately after receiving notice of resignation.

25.2Where it is impracticable to seek internal applicants at first instance due to staff shortages in the classification in which the vacancy arises, the employer may advertise for internal/external applicants concurrently.

25.3The employer shall advertise all vacancies that arise where the vacancy relates to a position that, but for the vacancy occurring would have been ongoing, as soon as practicable (ordinarily within 8 working days).

## 26. NOTICE OF TERMINATION – EMPLOYER

26.1 The employer must not terminate an employee's employment unless they have given the employee written notice of the day of the termination (which cannot be before the day the notice is given).

### 26.2 MANAGEMENT AND ADMINISTRATIVE OFFICERS

- (a) In order to terminate the employment of an employee classified under **Schedule B**, the employer shall give one month's written notice, or pay one month's wages in lieu of notice.
- (b) The period of notice in **26.2(a)** shall be increased by one week if the employee is over 45 years of age and has completed at least 2 years continuous service with the employer at the end of the day the notice is given.
- (c) An employee classified as a Chief Executive or Deputy Chief Executive officer shall not be dismissed unless the committee of management has first made careful enquiry into any matter alleged against such officer and has heard whatever statement he/she may wish to make relative to that matter and against such dismissal or has given him/her a reasonable opportunity to make such a statement before the committee of management. An officer may be assisted in making any such statement or submission by a representative of the Union. Pending such enquiry an officer may be relieved of duty.

### 26.3 HEALTH AND ALLIED SERVICES EMPLOYEES

- (a) In order to terminate the employment of an employee classified under **Schedule C**, the employer shall give the minimum period of notice based on the employee's period of continuous service with the employer up to the end of the day the notice is given, as follows:

Period of continuous service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	weeks

- (b) The period of notice in **26.3(b)** shall be increased by one week if the employee is over 45 years of age and has completed at least 2 years continuous service with the employer at the end of the day the notice is given.

### 26.4 DENTAL ASSISTANTS

- (a) In order to terminate the employment of an Employee classified under **Schedule D**, the Employer shall give four week's written notice, or pay four week's wages in lieu of notice.

- (b) The period of notice in **clause 26.4(a)** shall be increased by one week if the Employee is over 45 years of age and has completed at least 2 years continuous service with the Employer at the end of the day the notice is given.
- (c) Notwithstanding **clause 26.4(a)**, a full-time or part-time Employee who is on probation may terminate their employment or be terminated with one week's notice, or payment in lieu thereof.

26.5 For the purposes of this clause:

- (a) a period of service by an employee with an employer is a period during which the employee is employed by the employer, but not including any period of unauthorised absence; and
- (b) a period of unauthorised absence does not break an employee's continuous service with an employer, but is not to be counted towards the length of the employee's continuous service.
- (c) A transferring employee's period of continuous service includes each period of continuous service of the employee with an old employer in the business being transferred (whether or not the old employer was previously a new employer in connection with the business). However, the employee's continuous service with an old employer is disregarded so far as the employee had previously received notice of termination, or payment in lieu of such notice, in respect of that service.

26.6 The employer must not terminate the employee's employment unless:

- (a) the time between giving the notice and the day of the termination is at least the period (the minimum period of notice) worked out under **26.2** or **26.3**, as applicable; or
- (b) the employer has paid the employee payment in lieu of notice of at least the amount the employer would have been liable to pay the employee at the full rate of pay for the hours he or she would have worked had the employment continued until the end of the minimum period of notice;
- (c) provided that the employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

26.7 Notice of termination shall not apply in the case of dismissal for serious and wilful misconduct.

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

## 27. NOTICE OF TERMINATION – EMPLOYEE

27.1 The notice of termination required by an employee shall be:

- (a) one (1) month's notice for Management and Administrative Officers classified under **Schedule B**; and
- (b) two (2) weeks' notice for Health and Allied Services Employees classified under **Schedule C**.
- (c) four (4) weeks' notice for Dental Assistants classified under **Schedule D**.

27.2 For Employees classified under **Schedule D**, the period of notice may be reduced by mutual agreement. Where a terminating Employee applies for a reduced notice period, the Employer will not unreasonably withhold their agreement.

27.3 If an employee fails to give the notice specified in **clause 27.1** the employer has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under **clause 27.1**.

## 28. **TRANSITION TO RETIREMENT**

28.1 Employees aged 55 or over, who have indicated their intention to retire within the next five years from their employer may participate in a retirement transition arrangement.

28.2 Transition to retirement arrangements may be proposed and, where agreed, implemented as:

- (a) A flexible working arrangement (see **clause 24**);
- (b) An individual flexibility agreement (see **clause 6**);
- (c) In writing between the parties; or
- (d) Any combination of the above.

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

- (a) A Reduction of working hours, i.e. part time employment;
- (b) A Job share arrangement;
- (c) Working in a position at a lower status or rate of pay (which may include project-based work, a secondment or a training/mentoring role); or
- (d) Working remotely.

28.4 In addition to the above, an employee and their Manager may agree that an employee who wishes to transition to retirement can use accrued Long Service Leave and Annual Leave for the purpose of reducing their working week but retaining their previous employment status.

28.5 An employee who has entered into a retirement transition arrangement will preserve their long service leave entitlement at the time of reduction in salary or hours.

28.6 Purchased Leave may also be available to assist an employee to transition to retirement in accordance with **clause 57** (Purchased Leave).

## **PART 4 – CLASSIFICATION STRUCTURE, WAGES AND RELATED MATTERS**

### **29. CLASSIFICATIONS**

29.1 The employer shall classify all employees in accordance with the classification structures set out in **Schedule B** (Management and Administrative Officers), **Schedule C** (Health and Allied Services Employees) and **Schedule D** (Dental Assistants) of this Agreement.

29.2 The employer shall notify each employee in writing upon commencement of their classification and terms of employment.

29.3 The employer shall notify each employee of any alteration to their classification in writing not later than the operative date of such change.

### **30. SALARY INCREASES**

30.1 The weekly rates of pay will be adjusted by:

- (a) 5.00% effective first pay period on or after 8 June 2018;
- (b) 3.00% effective first pay period on or after 1 July 2018;
- (c) 3.00% effective first pay period on or after 1 July 2019;
- (d) 3.00% effective first pay period on or after 1 July 2020;
- (e) 2.00% effective first pay period on or after 1 July 2021;

30.2 In addition to the salary increases prescribed in **sub-clause 30.1**, the weekly rates of pay of Clerical Worker's will experience additional adjustments of:

- (a) 0.5% effective first pay period on or after 1 July 2018;
- (b) 0.5% effective first pay period on or after 1 July 2019;
- (c) 0.5% effective first pay period on or after 1 July 2020;
- (d) 2.00% effective first pay period on or after 1 July 2021;

30.3 The weekly rates of pay for Employees are contained in **Schedule E** of this Agreement.

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

### **31. ONCE OFF UPFRONT LUMP SUM PAYMENT**

31.1 A lump sum payment of:

- (a) \$2,100 (pro-rata for part-time Employees) has been agreed for H&A/M&A Employees that have been employed for greater than twelve (12) months on the date the Agreement commences to operate.
- (b) \$1,050 (pro-rata for part-time Employees) has been agreed for H&A/M&A Employees that have been employed for less than twelve (12) months on the date the Agreement commences to operate.

32. **ALLOWANCE ADJUSTMENTS**

32.1 All current monetary based allowances will be increased at the same rate as the wages as prescribed in **sub-clause 30.1**

32.2 The allowances rates specified in **Schedule E** include the adjustments made in accordance with **clause 30.1** above.

33. **SALARY PACKAGING**

33.1 All employees covered by this Agreement will have access to salary packaging arrangements as follows:

- (a) By agreement with the employer, the current rate of pay and any monetary entitlements payable to the employee as adjusted by this Agreement, may be salary packaged in accordance with the individual Health Service policy on salary packaging.
- (b) The employee shall compensate the employer from within their base remuneration, for any FBT incurred as a consequence of any salary packaging arrangement the employee has entered into. 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.
- (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 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 the administration of their salary packaging arrangements, provided that such 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) The parties recommend to employees who are considering salary packaging that they seek independent financial advice. The employer shall not be held responsible in any way for the cost or outcome of any such advice and furthermore, the parties agree that the employee shall pay for any costs associated with salary packaging.

34. **PAYMENT OF WAGES**

34.1 Wages shall be paid weekly or fortnightly (as determined by the Employer) to the nominated financial institution of each employee. Payment will be made no later than Thursday following the end of the pay period.

34.2 On or before each pay day, the employer shall advise each employee in writing of their gross salary entitlement for the pay period, any deductions and allowances authorised by

law and by the employee, the employee name and classification, the period the pay relates to and the date of payment, the hourly rate of pay, and the net amount of payment, amounts of occupational superannuation contributions and details of funds into which contributions are being paid.

34.3 Where an employee considers that they have been underpaid as a result of error on the part of the employer, the employee may request that the employer rectify the error or validate the payment.

34.4 Where an employee is underpaid by reason of employer error and the amount of such underpayment is less than 5% of the employee's fortnightly wage, the underpayment will be corrected in the next pay period.

34.5 Where the underpayment exceeds 5% of the employee's fortnightly wage, the employer must take steps to correct the underpayment within 24 hours and to provide confirmation to the employee of the correction.

#### **34.6 Health and Allied Services Employees**

- (a) If the employer does not take the action required under **clauses 34.4 and 34.5** above, the employee shall be paid a penalty payment of 20% of the underpayment, calculated on a daily basis from the date of the entitlement arising until all such moneys are paid. In addition, the employer shall meet any associated banking or other fees/penalties incurred by the employee as a consequence of the error where those fees exceed the 20% penalty payment.
- (b) **Clause 34.6(a)** will not come into effect:
  - (i) if the payment of wages or other monies owed falls on a public holiday, until the expiration of such public holiday; or
  - (ii) if any unforeseen event outside the control of the employer frustrates their ability to meet the requirements of this clause.
- (c) Late payment on termination
  - (i) When notice of termination of employment has been given by an employee or an employee's services have been terminated by an employer, payment of all wages and other monies owing to an employee shall be made to the employee.
  - (ii) If an employee is kept waiting for more than 24 hours such employee shall be paid overtime rates for the duration of the period until such monies owing are paid, with a minimum payment of two (2) hours and a maximum payment of seven (7) hours and 36 minutes per day.

#### **35. SUPPORTED WAGE SYSTEM FOR EMPLOYEES WITH DISABILITIES**

35.1 **Schedule F** defines the conditions that apply to employees who, because of the effects of a disability, are eligible for a supported wage under the terms of this Agreement.



## 36. SUPERANNUATION

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

36.2 The Employer shall make superannuation contributions to the Fund. 'The Fund' for the purpose of this Agreement shall mean:

- (a) Health Employees Superannuation Trust of 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.
- (b) Health Super (a division of First State Superannuation Scheme), or
- (c) Any other complying fund upon request and with the consent of the Employer.

36.3 Upon commencement of employment, the Employer shall make available the membership forms for the funds at **36.2(a)** and **36.2(b)** and shall forward the completed membership forms to the Employee's choice of fund within 28 days. In the event that the Employee has not completed an application form within 28 days, the Employer shall forward contributions and Employee details to Health Super.

### 36.4 Absence from work

- (a) **Paid leave**
  - (i) Subject to the rules of the relevant superannuation fund of which the employee is a member, superannuation contributions shall continue whilst a member of the fund is absent on paid leave such as annual leave, paid parental leave, long service leave, public holidays, jury service, personal/carers leave and compassionate leave.
- (b) **Unpaid leave**
  - (i) Superannuation contributions shall not be required to be made in respect of any absence from work without pay.
- (c) **Work related injury and illness**
  - (i) Subject to the rules of the relevant superannuation fund of which the employee is a member, superannuation contributions shall continue whilst a member of the fund is absent due to a work related injury or illness provided that the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and the employee is receiving accident make-up pay in accordance with the Accident Make-Up Pay **clause 37**.

### 37. ACCIDENT PAY

37.1 An employer shall be required to pay, and an employee shall be entitled to receive, accident pay in accordance with this **clause 37**.

#### 37.2 Definitions

- (a) For the purposes of this clause, the following definitions shall apply:
  - (i) **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.
  - (ii) **Injury** means any physical or mental injury within the meaning of the Act, and no injury shall give rise to an entitlement to accident pay under this clause unless an entitlement exists under the Act.

#### 37.3 Accident Pay – 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, including allowances, paid to the employee during the period of incapacity under the Act for the week; and
  - (c) the total weekly wage rate, as varied from time to time, and any over Agreement payment being paid to the employee at the date of the injury and which would have been payable for the employee's classification for the week in question if they had been performing their normal duties, provided that - in making such calculation any payment for overtime earnings, shift premiums, penalty rates and any ancillary payment payable by the employer shall not be taken into account.

#### 37.4 Accident Pay - Partial incapacity

- (a) Where an employee is partially incapacitated within the meaning of the Act, the term accident pay means a weekly payment of amount representing the difference between:
  - (i) the total amount of compensation paid to the employee during the period of incapacity under the Act for the week together with the average weekly amount they are earning.
  - (ii) the total weekly wage rate, as varied from time to time, and any weekly over Agreement payment being paid to the employee at the date of the injury and which would have been payable for the employee's classification for the week in question if they had been performing their normal duties, provided that - in making such calculation any payment for overtime earnings, shift premiums,

penalty rates and any other ancillary payment payable by the employer shall not be taken into account.

**37.5 Payment for part of a week**

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

**37.6 Qualifications for payment**

- (a) Subject to the terms of this clause, an employee covered by this Agreement 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 **clause 37.6(b)** 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.
  - (iii) 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.
  - (iv) 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.
- (b) Subject to this clause, accident pay shall not apply in respect of any injury during the first five normal working days of incapacity.
- (c) 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.

- (d) 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 Agreement.

**37.7 Maximum period of payment**

- (a) 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 **clause 37.2(a)(ii)** hereof, 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.
- (b) Notwithstanding **37.7(a)** above, the maximum period or aggregate periods of accident pay to be made by the employer to employees classified under **Schedule D** shall be a total of 39 weeks for any one injury, as defined.

**37.8 Absences on other than paid leave**

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

**37.9 Notice of injury**

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

**37.10 Medical examination**

- (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.

**37.11 Cessation or redemption of weekly payments**

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

**37.12 Civil damages**

- (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 judgment 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 he or she has received accident pay, the employers liability to pay accident pay shall cease from the date of such judgement or settlement, provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the employer, the employee shall pay to the employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

**37.13 Insurance against liability**

- (a) Nothing in this Agreement shall require an employer to insure against liability for accident pay.

**37.14 Variations in compensation rates**

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

**37.15 Death of an employee**

- (a) All rights to accident pay shall cease on the death of an employee.

**37.16 Commencement**

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

**38. STAFF APPRAISAL**

38.1 Where a system of staff appraisal does not currently exist at a workplace, the employer may implement a performance appraisal process and the employees will participate in that process, provided that:

- (a) the employer first consults at the local level with staff and/or their union or other representative over a framework for the staff appraisal process it is seeking to introduce;
- (b) the staff appraisal process is not used as a disciplinary tool;

- (c) the staff appraisal process is intended to allow genuine feedback by both employer and employee; and
- (d) the outcomes of the review are documented and confirmed and a written copy of the outcomes is given to the employee.

**39. REVIEWING OF AGREEMENT OVER THE LIFE OF THE AGREEMENT**

39.1 The parties will meet, within six (6) months of the Agreement being approved by the Fair Work Commission, to review the terms and conditions of the Agreement.

39.2 The parties will develop an Agreement that is Community Health Centre specific

39.3 The parties will provide a progress report of the work that has occurred to Community Health Centre's within three (3) months of the Agreement expiring.

39.4 Any disputes arising out of the operation of this **clause 39** will be managed in accordance with the Dispute Resolution Procedure provisions in **clause 12** of the Agreement.

## **PART 5 – ALLOWANCES AND REIMBURSEMENTS**

### **40. CHILD CARE REIMBURSEMENT**

40.1 Where employees are required by the employer to work outside their ordinary rostered 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 rostered on-call, the employee shall be reimbursed for reasonable childcare expenses incurred.

40.2 Evidence of expenditure incurred by the employee must be provided to the employer as soon as practicable after the working of such overtime.

### **41. SHIFT WORK**

41.1 Employees who perform shift work shall be entitled to payment of the shift allowances applying to their classification under the following provisions of this clause.

41.2 The weekly base rate of pay for the calculation of shift allowances for employees classified under **Schedule B** is the Victorian Public Health Sector Classification System “Grade 1”, pursuant to **clause 4 of Schedule E**.

41.3 The weekly base rate of pay for the calculation of shift allowances for employees classified under **Schedule C** and **Schedule D** is the “Patient Services Assistant Level 2”, pursuant to **clause 4 of Schedule E**.

#### **41.4 Morning and Afternoon Shift Allowances**

- (a) An employee classified under **Schedule B** whose rostered hours of duty finish between 6:00pm and 8:00am, or commence between 6:00pm and 6:30am shall be paid an amount equal to 2.0% of the relevant base rate per rostered period of duty.
- (b) An employee classified under **Schedule C** or **Schedule D** whose rostered hours of ordinary duty finish between 6.00pm and 8.00am, or commence between 6.00pm and 6.30am, shall be paid an amount equal to 2.5% of the relevant base rate per rostered period of duty.

#### **41.5 Night Shift Allowance**

- (a) Provided that, an employee working on any rostered hours of ordinary duty finishing on the day after commencing duty or commencing after midnight and before 5.00am shall be paid for any such periods of duty an amount equal to 4% of the relevant base rate.

#### **41.6 Permanent Night Shift Allowance**

- (a) Provided further that in the case of an employee permanently working on any rostered hours of ordinary duty finishing on the day after commencing duty or commencing after midnight and before 5.00am shall be paid for any such period of duty an amount equal to 5% of the relevant base rate. Permanently working shall mean working for any period in excess of four consecutive weeks.

**41.7Change of Shift Allowance – Management and Administrative Officers and Dental Assistants**

- (a) Provided further that in the case of an Employee classified under **Schedule B** or **Schedule D** who changes from working on one shift to working on another shift, the time of commencement of which differs by four hours or more than from that of the first, shall be paid a **change of shift allowance** equal to **4%** of the relevant base rate on the occasion of each such change in addition to any amount payable under the preceding provisions of this clause.
- (b) Notwithstanding the provisions of **41.7(a)** above, the change of shift allowance is not payable where the Employer agrees to a request in writing made on behalf of one or more Employees for changes in shifts.
- (c) Change of shift allowance is not payable where a single Employee holds two contemporaneous different contracted positions with the same employer and moving between those positions results in a change of shift pattern which would ordinarily invoke a change of shift allowance payment.

**41.8Change of Shift Allowance – Health and Allied Services Employees**

- (a) Provided further that a change of **shift allowance** equal to **4%** of the base rate for “Patient Services Assistant Level 2” is payable to Employees classified under **Schedule C** on the occasion of each change of shift in the following circumstances:
  - (i) Where an Employee’s roster is fixed in advance by the Employer, the change of shift allowance is payable whenever an Employee 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.
    - (A) Notwithstanding the provisions of **sub-clause 41.8(a)(i)**, the change of shift allowance is not payable where an Employee chooses and works additional shifts from a supplementary roster, as defined in Print T3751.
    - (B) Notwithstanding the provisions of **sub-clause 41.8(a)(i)**, the change of shift allowance is not payable where the absence of four or more weeks of continuous approved leave intervenes between the relevant shifts.
    - (C) Notwithstanding the provisions of **sub-clause 41.8(a)(i)**, the change of shift allowance is not payable where one or more Employees swap shifts between themselves on an ad hoc basis, and the swap(s) is approved by the Employer in writing.
    - (D) Change of shift allowance is not payable where a single Employee holds two contemporaneous contracted positions and moving between those positions results in a change of shift pattern which would ordinarily invoke a change of shift allowance payment.



- (ii) Where a department has established a self-rostering system, and an Employee chooses his or her own shifts from a genuine choice of shifts, the Employee will receive a fixed payment of two (2) change of shift allowances per pay period (fortnight) and **sub-clause 41.8(a)(i)** shall not apply. This clause does not apply where an Employee chooses his or her own shifts from a genuine choice of shifts and the shifts chosen by the Employee do not involve a change of shift as defined by **sub-clause 41.8(a)(i)**.
- (iii) An Employee employed in the public sector as of 11 June, 2002, who receives change of shift allowances per pay period (fortnight) on the basis of an historical agreement that exceeds the entitlement arising from these provisions, such Employee shall be maintained at that entitlement for the duration of this agreement.
- (iv) Where an Employer and the majority of Employees in a department genuinely desire an alternative system to the above, the Employer is to contact the HWU and any agreement reached shall be determined in accordance with **Clause 6** of this Agreement

41.9 The Employer is required to pay the shift allowances set out in the rates tables in **Schedule E** as they apply to health and allied services Employees.

#### 42. MEAL ALLOWANCES

42.1 Where an employee is required to work overtime Monday to Friday (inclusive) for more than one hour after the usual finish time, or in the case of shift workers when the overtime work on any shift exceeds one hour, or on a Saturday/Sunday for more than 5 hours, the employer shall either supply the employee with an adequate meal or pay a meal allowance.

42.2 Where such overtime exceeds 4 hours Monday to Friday (inclusive), or 9 hours on a Saturday/Sunday, the employer shall either supply the employee with a further adequate meal or pay a further meal allowance.

42.3 The provisions of **clauses 42.1** and **42.2** shall not apply where the employee could reasonably return home for a meal within the period allowed.

42.4 The meal allowances payable over the life of this Agreement are set out in **Schedule E**.

42.5 Claims for payment of an overtime meal allowance will be processed in the next ordinary pay.

#### 43. HIGHER DUTIES

43.1 Employees, who are engaged in duties that carry a higher rate of pay than the employee's ordinary classification, shall be entitled to payment of higher duties in accordance with the provisions of this clause.

##### 43.2 Management and Administrative Officers

- (a) Employees classified under **Schedule B** who are required to assume the duties of an employee on a higher classification for a period of five consecutive working days or more shall be paid not less than the minimum rate for the classification of the employee being relieved, for the period of higher duties.

#### **43.3 Health and Allied Services Employees**

- (a) Employees classified under **Schedule C** who are engaged for more than one hour in duties carrying a higher rate than their ordinary classification, shall be paid the higher rate of pay for the full day or shift. If such employee is engaged in higher duties for one hour or less, they are only entitled to payment at the higher rate for the time actually worked.

#### **43.4 Dental Assistants**

- (a) Employees classified under **Schedule D** who are temporarily appointed, in writing by the Employer, to a higher classification shall receive the higher salary for the period specified in the written appointment.

### **44. UNIFORMS AND PROTECTIVE CLOTHING**

44.1 Where an employee is required to wear a uniform or any special clothing, the employer will supply such uniform at no cost to the employee and will replace it where necessary on a fair 'wear and tear' basis.

44.2 Employees classified under **Schedule C** shall be paid a uniform allowance in accordance with **clause 4 of Schedule E** for purchasing uniform and special clothing, where they are not provided by the employer under **clause 47.1**. The uniform allowance is payable for all absences on paid leave, other than absences on long service leave and sick 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 payable is the average of the allowance paid during the four weeks immediately preceding the taking of leave.

44.3 Uniforms and special clothing provided in accordance with **clauses 44.1 and 44.2** shall remain the property of the employer.

44.4 Where employees classified under **Schedule C** or **Schedule D** are responsible for laundering uniforms and special clothing, the employer shall pay the laundry allowances set out in **clause 4** of the rates table in **Schedule E**. The employee will be paid a laundry allowance per day or part thereof on duty, or an allowance per week, whichever is the lesser amount. The laundry allowance is not payable for absences of any kind.

44.5 The employer shall provide such gloves, masks, protective clothing and safety appliances as are required for an employee to properly and safely perform their job function. Where the employee is required to purchase such clothing and equipment, they shall be reimbursed in full by the employer.

45. **TELEPHONE ALLOWANCE**

- (a) Where the employer requires an employee to install and/or maintain a telephone for on call or other purposes, the rental and installation charges shall be met by the employer on production of receipted accounts by the employee.

## **PART 6 – WORKING HOURS AND RELATED MATTERS**

### **46. HOURS OF WORK**

46.1 The ordinary hours of work for a full-time employee shall be 38 hours, or an average of 38 hours, per week.

46.2 For the purposes of **clause 46.1**, the ordinary hours an employee works in a week are taken to include any hours of authorised leave, or absence, whether paid or unpaid, that the employee takes in a week.

46.3 The working week shall commence at midnight on a Sunday.

46.4 Notwithstanding any authorised meal breaks or rest breaks, the work of each day/shift shall be continuous.

#### **46.5 Management and Administrative Officers**

- (a) For employees classified under **Schedule B**, the ordinary hours of work shall be worked either:
  - (i) in 5 days of shifts of not more than 8 hours each; or
  - (ii) by mutual agreement:
    - (A) in weeks of four days in shifts of not more than 10 hours each; or
    - (B) in some other averaging arrangement, provided that the length of any ordinary day does not exceed ten hours, and that not more than 50 ordinary hours is worked in any one week.

#### **46.6 Health and Allied Services Employees and Dental Assistants**

- (a) For employees classified under **Schedule C** and **Schedule D**, the hours for an ordinary weeks work shall be 38 or be an average of 38 per week in a fortnight, or in a four week period or by mutual agreement, in a five week period in the case of an employee working ten hour shifts and shall be worked either:
  - (i) in 5 days in shifts of not more than 8 hours each; or
  - (ii) in a fortnight of 76 hours in 10 shifts of not more than 8 hours each; or
  - (iii) in a four-week period of 152 hours in 19 shifts of not more than 8 hours each; or
  - (iv) by mutual agreement:
    - (A) in weeks of four days in shifts of not more than 10 hours each; or
    - (B) in a fortnight of 76 hours in eight shifts of not more than ten hours each.

- (b) Any employee required to work more than six consecutive periods of duty without 24 hours off duty shall be paid for the seventh and any further consecutive period of ordinary duty worked at the rate of triple time until they have been given 24 hours off duty.

#### **46.7Dental Assistants**

- (a) For Employees classified under **Schedule D**, subject to this **clause 46.7**, the arrangement of ordinary hours of work will be established at a local/unit level to reflect clinical demand. The actual daily hours shall be determined by the relevant Manager after consultation with the Employee, provided that no Employee shall be required to work more than 7.6 hours per day without compensation for overtime.
- (b) **Ordinary Hours – Community Care:**
  - (i) Ordinary hours may, by mutual agreement, be worked in any of the following combinations:
    - (A) Monday to Friday;
    - (B) Tuesday to Saturday;
    - (C) Monday to Saturday; or
    - (D) an average of 38 hours per week or an average of 76 hours per fortnight.
- (c) **Saturday Work – Community Care:**
  - (i) By mutual agreement, and following discussions between an Employee and the Employer, to meet clinical situations and to provide Saturday morning services, ordinary hours may be worked between 7:00am and 1:00pm Saturday.
- (d) **Emergency Services (RDHM) and Community Care:**
  - (i) Ordinary hours may be worked as required between 7.00am and 10.00pm Monday to Friday.
  - (ii) Any extension of existing clinical services to this span of hours (other than Emergency Services and Community Care services) will be dealt with in accordance with **clause 11** (Consultation Regarding Major Workplace Change).
  - (iii) Employees who commenced employment prior to 12 September 2005 and who worked within the span of ordinary hours of 7.00am to 6.30pm Monday to Friday prior to that date may only elect to work within that span of hours. Provided that the span of hours may be altered by up to one hour (at either end of the span) by mutual agreement in writing between the Employer and Employee.

47. **ACCRUED DAYS OFF**

47.1 Where the system of working provides for accrued days off, employees shall work an additional 0.4 hours per day, or 2 hours per week, to facilitate one accrued day off (ADO) after every 4 weeks of service.

47.2 The maximum ADOs shall be 13 in any calendar year, provided that one (1) ADO shall be taken in conjunction with a period of annual leave, for which no additional payment is to be made.

47.3 For employees classified under this Agreement:

- (a) accrued days off are to be taken as single days on a rostered basis (i.e. 1 ADO in each 28-day cycle), as agreed between the employer and employee;
- (b) provided that the employer and employee may mutually agree to defer a rostered ADO for a maximum of one month, but only in exceptional circumstances.

48. **WEEKEND WORK**

48.1 All rostered time of ordinary duty performed between midnight on Friday and Midnight on Sunday shall be paid for at the rate of time and one half.

48.2 **Management and Administrative Officers**

- (a) Where an employee is required to carry out duties on a Saturday or Sunday in excess of the weeks work, such duties will be paid for at the rate of double time.

48.3 **Health and Allied Services Employees and Dental Assistants**

- (a) For employees classified under **Schedule C** and **Schedule D**, where the Saturday or Sunday work involves:
  - (i) work in excess of the prescribed rostered hours, such work will be paid for at the rate of double time; and
  - (ii) work performed by a worker of broken shifts outside a spread of nine (9) hours from the time of commencing work shall be paid for at the rate of time and three-quarters; and
  - (iii) work performed by a worker of broken shifts outside a spread of twelve (12) hours from the time of commencing work shall be paid for at the rate of double time.

49. **REASONABLE ADDITIONAL HOURS**

49.1 Subject to **clause 49.2**, an employer may require an employee to work reasonable additional hours at the appropriate overtime rate as defined in **clause 50** (Overtime) of this Agreement.

49.2 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:

- (a) any risk to employee health and safety arising from the additional hours;
- (b) the employee's personal circumstances, including family responsibilities;
- (c) the needs of the workplace or enterprise in which the employee is employed;
- (d) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours
- (e) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it;
- (f) the usual patterns of work in the industry, or the part of the industry, in which the employee works;
- (g) the nature of the employee's role, and the employee's level of responsibility;
- (h) whether the additional hours are in accordance with an averaging arrangement agreed to by the employer and employee under **clause 46** (Hours of Work); and
- (i) any other relevant matter.

## 50. OVERTIME

50.1 Where an employee is required to work reasonable additional hours, they shall be entitled to payment of overtime in accordance with the provisions of this clause.

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

(a) **Management and Administrative Officers**

Employees classified under **Schedule B** shall be paid at the rate of:

- (i) time and one half for the first two hours and double time thereafter for hours worked in excess of the ordinary agreed hours on a particular day; and
- (ii) double time for all overtime worked outside a spread of twelve hours after commencing ordinary duty.

(b) **Health and Allied Services Employees**

Employees classified under **Schedule C** shall be paid at the rate of:

- (i) time and one half for the first two hours and double time thereafter for hours worked in excess of the number of hours fixed as a day's, week's or a fortnight's work, as the case may be;
- (ii) double time for overtime outside a spread of 12 hours from the commencement of the last previous rostered period of duty, provided that the overtime is not continuous with the next succeeding period of duty;

- (iii) time and one half for overtime outside a spread of 9 hours from the time of commencing work by an employee rostered to work broken shifts; and
- (iv) double time for overtime outside a spread of 12 hours from the time of commencing work by an employee rostered to work broken shifts.

(c) **Dental Assistants**

- (i) Employees classified under **Schedule D** shall be paid at the rate of time and one half for the first two hours and double time thereafter for hours worked in excess of the ordinary agreed hours on a particular day.

(d) **Health and Allied Services Employees and Dental Assistants**

- (i) In the case of employees classified under **Schedule C** and **Schedule D**, overtime shall be so arranged that, where reasonably practicable, the employee who performs overtime shall have 10 consecutive hours off duty between the work of successive periods of duty.
- (ii) In addition to **50.2(d)(i)** above, an employee, other than a casual, who works so much overtime between the end of their agreed ordinary hours of duty and the start of their next succeeding period of duty that they would not have a 10-hour break between those times, shall be released after completion of such overtime worked until they have had a 10-hour break, without loss of pay for ordinary hours occurring during such absence.
- (iii) If on the instructions of the employer such an employee resumes or continues work without having had ten consecutive hours off duty the employee shall be paid at the rate of double time until he or she is released from duty for such rest period and the employee shall then be entitled to be absent until he or she has had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
- (iv) In the event of any employee finishing any period of overtime at a time when reasonable means of transport are not available for the employee to return to his or her place of residence the employer shall provide adequate transport free of cost to the employee.
- (v) For the purposes of this clause, in accruing or calculating payment of overtime, each period of overtime shall stand alone.

**51. OVERTIME IN LIEU**

51.1 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.

51.2 Overtime taken as time off during ordinary time hours shall be taken at the penalty time rate. That is, one and one half hours off or two hours off, as the case may be, for each overtime hour worked.



51.3 An employer shall provide payment at the appropriate overtime rate where time off in lieu has not been taken within:

- (a) four (4) weeks of accrual, for employees classified under **Schedule B** and **Schedule C**;
- (b) eight (8) weeks of accrual, for employees classified under **Schedule D**.

51.4 For the purposes of this clause, in accruing or calculating payment of overtime, each period of overtime shall stand alone.

## 52. ON CALL / RECALL

52.1 The employer shall pay an on call allowance to employees who are required to be on call.

### 52.2 Management and Administrative Officers

- (a) The on call allowances in **clause 4 of Schedule E** shall be paid to an employee classified under **Schedule B** as follows:
  - (i) the On Call Allowance – Monday to Friday shall be paid in respect of any 24 hour period or part thereof during which an employee is on call during the period commencing from the time of finishing ordinary duty on Monday through until the termination of ordinary duty on Friday; and
  - (ii) the On Call Allowance – Public Holidays and All other Times shall be paid in respect of any other 24 hour period, or part thereof, or any public holiday, or part thereof.
  - (iii) Where an employee is recalled to duty during an off-duty period they shall be paid a minimum of three (3) hours at the appropriate rate.
  - (iv) When recall work is necessary, it should be so arranged that employees have at least 8 hours off duty between midnight and the commencement of the next period of ordinary duty.
  - (v) An employee, other than a casual, who works so much overtime between the termination of their previous rostered shift and the commencement of their next rostered shift, that they would not have a 8-hour break shall be released after completion of such recall worked until they have had a 8-hour break. The employee shall not suffer any loss of pay for rostered ordinary hours occurring during such absence.
  - (vi) If, on the instructions of the employer, an employee resumes or continues work without having had an 8-hour break in accordance with **52.2(a)(v)**, they shall be paid at the rate of double time until they are released from duty for such rest period. The employee shall then be entitled to be absent until they have had an 8-hour break.

The employee shall not suffer any loss of pay for rostered ordinary hours occurring during such absence.

**52.3 Health and Allied Services Employees and Dental Assistants**

- (a) The on call allowances in **clause 4** of **Schedule E** shall be paid to employees classified under **Schedule C** and **Schedule D** as follows:
- (i) Employees who are required to be on call, or who return to duty when off duty, shall be paid an on call allowance in addition to any other amount payable, per twelve hours or part thereof.
  - (ii) Any period of overtime involving a recall to duty during an off duty period, and which is not continuous with the next succeeding rostered period of duty, shall be paid at a minimum of three hours at the appropriate overtime rate.
  - (iii) When recall work is necessary, it should be so arranged that employees have at least 10 hours off duty between successive shifts.
  - (iv) An employee, other than a casual, who works so much overtime between the termination of their previous rostered shift and the commencement of their next rostered shift, that they would not have a 10-hour break shall be released after completion of such recall worked until they have had a 10-hour break. The employee shall not suffer any loss of pay for rostered ordinary hours occurring during such absence.
  - (v) If, on the instructions of the employer, an employee resumes or continues work without having had a 10-hour break in accordance with **52.3(a)(iv)**, they shall be paid at the rate of double time until they are released from duty for such rest period. The employee shall then be entitled to be absent until they have had a 10-hour break. The employee shall not suffer any loss of pay for rostered ordinary hours occurring during such absence.
  - (vi) Where an employee finishes a period of overtime at a time when reasonable means of transport are not available for them to return to their place of residence, the employer shall provide adequate transport free of charge.

52.4 The on-call allowances applicable to employees classified under **Schedule C** and **Schedule D** are calculated at the rate of 2.5% of the "Patient Services Assistant Level 2" rate of pay pursuant to **clause 4** of **Schedule E**.

**53. REST BREAKS**

53.1 Employees shall be entitled to a 10 minute rest breaks in each four hours worked, or part thereof being greater than one hour.

53.2 Rest breaks shall be taken at a time suitable to the employer and shall be counted as time worked.

54. **MEAL BREAKS**

54.1 An employee shall not be required to work more than 5 hours continuously without a meal interval of not less than 30 minutes and not more than 60 minutes.

54.2 In the case of employees classified under **Schedule D**, the usual meal break shall be 45 minutes after 5 hours of continuous work.

54.3 Meal breaks shall not be regarded as time worked.

54.4 **Night Duty**

- (a) Employees classified under **Schedule C** who are not relieved from night duty (and on call) during the rostered meal break shall be granted a meal break of not less than 20 minutes, to be commenced after completing three hours and not more than five hours of duty. Such meal break will be counted as time worked.
- (b) The arrangement in **54.4(a)** may also be adopted in any case where there is mutual agreement between the employer and employee.

## **PART 7 – LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

### **55. PUBLIC HOLIDAYS**

#### **55.1 Entitlement to be absent on a public holiday**

- (a) An employee is entitled to be absent from his or her employment on a day or part-day that is a public holiday in the place where the employee is based for work purposes.
- (b) However, an employer may request an employee to work on a public holiday if the request is reasonable.
- (c) If an employer requests an employee to work on a public holiday, the employee may refuse the request if:
  - (i) the request is not reasonable; or
  - (ii) the refusal is reasonable.
- (d) In determining whether a request, or a refusal of a request, to work on a public holiday is reasonable, the following must be taken into account:
  - (i) the nature of the employer's workplace or enterprise (including its operational requirements), and the nature of the work performed by the employee;
  - (ii) the employee's personal circumstances, including family responsibilities;
  - (iii) whether the employee could reasonably expect that the employer might request work on the public holiday;
  - (iv) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, work on the public holiday;
  - (v) the type of employment of the employee (for example, whether full-time, part-time, casual or shiftwork);
  - (vi) the amount of notice in advance of the public holiday given by the employer when making the request;
  - (vii) in relation to the refusal of a request – the amount of notice in advance of the public holiday given by the employee when refusing the request; and
  - (viii) any other relevant matter.

#### **55.2 Meaning of *public holiday***

- (a) Employees shall be entitled to the following public holidays:
  - (i) January (New Year's Day)
  - (ii) 26 January (Australia Day)
  - (iii) Labour Day

- (iv) Good Friday
- (v) Easter Saturday
- (vi) Easter Monday
- (vii) 25 April (ANZAC Day)
- (viii) Queen's Birthday
- (ix) Melbourne Cup Day
- (x) 25 December (Christmas Day)
- (xi) 26 December (Boxing Day)

### **55.3 Additional / Substitute Days**

- (a) When Christmas Day falls on a Saturday or Sunday, a holiday in lieu thereof shall be observed on 27 December.
- (b) When Boxing Day falls on a Saturday or Sunday, a holiday in lieu thereof shall be observed on 28 December
- (c) When New Year's Day falls on a Saturday or Sunday a holiday in lieu thereof shall be observed on the next Monday
- (d) When Australia Day falls on a Saturday or Sunday a holiday in lieu thereof shall be observed on the next Monday
- (e) When ANZAC Day falls on a Saturday in 2020, a holiday in lieu thereof shall be observed on Monday 27 April 2020.

55.4 Where in the State or Locality, public holidays are declared or prescribed on days other than those set out in **clauses 55.2** and **55.3** above, those days shall constitute additional holidays for the purposes of this Agreement.

### **55.5 Substitute Days**

- (a) An employer and their employees may agree to substitute another day for any prescribed in this clause. For this purpose the consent of the majority of affected employees shall constitute agreement.
- (b) An agreement pursuant to **55.5(a)** shall be recorded in writing and be available to every affected employee.
- (c) The union shall be informed of an agreement made in accordance with **55.5(a)** and shall have seven days in which to refuse to accept it. The union will not unreasonably refuse to accept an agreement made under **55.5(a)**.
- (d) If the union refuses to accept an agreement made under **55.5(a)**, the parties will seek to resolve the matter in accordance with **Clause 12**(Dispute Settling Procedures) of this Agreement.

### **55.6 Payment for work on public holiday**

- (a) Employees classified under **Schedule B** shall be paid double time and one half for all time worked on a public holiday; or

- (b) if the employer and employee so agree, the employee may receive ordinary pay for the time so worked plus either:
  - (i) time off equivalent to one and one half times the hours worked – within four weeks of the public holiday; or
  - (ii) one and one half times the hours worked added to his or her annual leave.
- (c) If the public holiday falls on the employee's rostered day off, he or she shall be entitled to one ordinary day's pay or, if the employer and employee so agree:
  - (i) the employee may take one day off within four weeks of the public holiday; or
  - (ii) have one day added to his or her annual leave.
- (d) Employees classified under **Schedule C** and **Schedule D** shall be paid double time and one half for all time worked on a public holiday; or
- (e) If the public holiday falls on the employee's rostered day off, he or she shall be entitled to one and one half times the payment for his or her ordinary day or, if the employer and employee so agree:
  - (i) the employee may take one day and one half off in lieu within four weeks of the public holiday; or
  - (ii) have one and one half days added to his or her annual leave.

#### **55.7 Easter Saturday public holiday**

- (a) An employee who ordinarily works Monday to Friday only and who does not work on Easter Saturday shall, notwithstanding anything elsewhere in this clause, be entitled to:
  - (i) one day's pay in respect of Easter Saturday; or
  - (ii) where there is mutual consent, within four weeks following the date on which such holiday occurred, the employee may take on day off in lieu; or
  - (iii) have one day added to their annual leave.

#### **55.8 Payment for absence on public holiday**

- (a) If an employee is absent from his or her employment on a day or part-day that is a public holiday, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work on the day or part-day.

#### **55.9 Public holidays and Accrued Days Off**

- (a) Where an employee's accrued day off falls on a public holiday, another day shall be determined by the employer to be taken in lieu thereof, within the same 4-week cycle (where practicable).

#### **55.10 Public holidays and part-time employees**

- (a) Subject to **clause 55.10(b)**, a regular part-time employee who is not ordinarily required to work on the day on which a public holiday is observed shall not be entitled to payment for such public holiday unless they are required to work on that day.
- (b) In determining whether a part-time employee who works a rotating roster is entitled to receive the 'rostered off' Agreement benefits for a particular public holiday not worked, the employer shall review the roster pattern of the individual over the preceding six months. If the rosters show that the employee has worked 50% or more of the days on which a particular public holiday falls, the employee shall be entitled to receive the 'rostered off' benefit for that public holiday.

**55.11 Substitution of public holidays by agreement**

- (a) The Employer and the Employee may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected Employees shall constitute agreement.
- (b) An agreement pursuant to the **subclause 55.11(a)** shall be recorded in writing and be available to every affected Employee.

**55.12 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 that is not a defined public holiday.
- (b) Where a religious holiday is nominated to be a substitute and the Employee works on the defined public holiday they will be paid at ordinary time and will be allowed time off on the nominated religious day without loss of pay. Applications are to be made at least one month in advance of the date on which the nominated religious holiday occurs, and the public holiday being substituted.

**56. ANNUAL LEAVE**

**56.1 Basic entitlement**

- (a) An employee (other than a casual employee) is entitled to four (4) weeks annual leave for each year of service with the employer.
- (b) Part-time employees shall be entitled to annual leave on a pro rata basis. Where the ordinary hours for a part-time employee have varied during the period of accrual, the average ordinary hours shall be used to determine the employee's annual leave entitlement.
- (c) An employee's annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accrues from year to year.

**56.2 Shiftworker Definition for NES Purposes**

- (a) For the purposes of the National Employment Standards (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.

#### 56.3 Weekend Worker Definition

- (a) For the purposes of this clause, **weekend worker** means any employee who in any one year of employment works a portion of his or her ordinary hours on a weekend.

#### 56.4 Additional Week's Annual Leave

- (a) An employee who is a **weekend worker** who works for more than four ordinary hours on 10 or more weekends is entitled to an additional week's annual leave on the same terms and conditions.
- (b) The provisions of this clause have the same effect and give an Employee an entitlement to annual leave that is the same as the entitlement of the Employee under the National Employment Standards relating to shiftworkers under section 87(1)(b)(ii) of the *Fair Work Act 2009*.
- (c) An employee's entitlement to annual leave under this clause operates in parallel with the employee's NES entitlement, but not so as to give the Employee a double benefit.
- (d) A **weekend worker** whose employment is terminated at the end of a period of employment which is less than one year computed from the date of commencement of the employment, or the date upon which the employee last became entitled to annual leave from the Employer, shall be paid in addition to any other amounts due to the Employee, an amount equal to 1/48th of his or her ordinary pay in respect of that period of employment.

#### 56.5 Taking of annual leave

- (a) Annual leave shall be taken at a time or times as agreed between the employer and employee. Where an employee requests a period of annual leave, agreement shall not be unreasonably withheld by the employer.
- (b) Where a public holiday occurs during a period when an employee is on annual leave, the employee is taken not to be on annual leave on that public holiday.
- (c) If the period during which an employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave) under this Agreement, or a period of absence from employment in accordance with **clause 63** (Community Service Leave), the employee is taken not to be on paid annual leave for the period of that other leave or absence.
- (d) No employee classified under **Schedule B** shall be recalled from annual leave, other than by mutual agreement between the employer and employee. The employer shall reimburse the employee for any expenses incurred by the employee as a result of a return to duty from a period of annual leave. Unsatisfied leave arising from a recall to duty shall be fulfilled as soon as possible thereafter, by agreement between the employer and employee.



- (e) The amount of annual leave loading or penalties paid to an employee in accordance with **clause 56.7** in respect of a period of annual leave that is subsequently converted to another type of leave shall be deducted from any future entitlement under **56.7** or payment upon termination of employment, where applicable.
- (f) 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 up to two years from the date of entitlement.
- (g) The employer and an employee may agree to defer the payment of annual leave loading in respect of single day annual leave absences until at least five annual leave days are taken by the employee.

#### **56.6 Payment for annual leave**

- (a) If an employee takes a period of paid annual leave, the employer must pay the employee their ordinary pay for the period of leave so taken.
- (b) **Ordinary pay**, for the purposes of this clause, shall mean remuneration for the employee's weekly number of hours during the period of leave taken, calculated at the ordinary time rate of pay pursuant to **Schedule E**.
- (c) In the case of employees classified under **Schedule B**, the employer shall pay each employee in advance before the commencement of a period of annual leave, his or her ordinary pay for the leave period.
- (d) If, when the employment of an employee ends, the employee has an accrued annual leave entitlement, the employer must pay the employee the amount that would have been payable to the employee had they taken the period of accrued annual leave.

#### **56.7 Annual Leave Loading**

- (a) In addition to the ordinary pay as described in **clause 56.6(b)**, employees classified under **Schedule B** shall receive either:
  - (i) Shift work premiums according to the roster or projected roster;
  - (ii) Saturday and Sunday premiums according to the roster or projected roster; or
  - (iii) annual leave loading equal to 17.5% of his or her wage, for his or her normal weekly hours, calculated at the ordinary time rate of pay, whichever is the higher.
  - (iv) Provided that the maximum annual leave loading payable under this clause shall be no greater than 17.5% of the weekly rate specified in **Schedule E** in respect of the four week period, or proportionate amount in respect of a lesser period or periods:

- (b) In addition to the ordinary pay as described in **clause 56.6(b)**, employees classified under **Schedule C** shall receive either:
  - (i) over Agreement payments for ordinary hours of work (where applicable);
  - (ii) shift work premiums, according to the roster or projected roster (where applicable);
  - (iii) Saturday and Sunday premiums, according to the roster or projected roster (where applicable); and
  - (iv) in-charge allowances (where applicable); or
  - (v) annual leave loading equal to 17.5% of his or her wage, for his or her normal weekly hours, calculated at the ordinary time rate of pay, **whichever is the higher**.
- (c) Employees classified under **Schedule D** are not eligible for payment of annual leave loading in addition to their ordinary pay as described in **56.6(b)** as the rates of pay for Dental Assistants in **Schedule E** are inclusive of annual leave loading.

#### **56.8 Annual leave in advance**

- (a) Annual leave may be taken in advance, by mutual agreement between the employer and employee.
- (b) Where annual leave is taken in advance, a further period of annual leave shall not commence to accrue until after the expiration of the twelve months in which annual leave had been taken before it accrued.
- (c) Where annual leave has been taken in advance by an employee and:
  - (i) the employment of the employee is terminated before he or she has completed the year of employment in respect of which such annual leave has been taken; and
  - (ii) the sum paid by the employer to the employee as ordinary pay for the annual leave so taken exceeds the sum that the employer is required to pay to the employee under **clause 56.6** and **56.7**; then
  - (iii) the employer shall not be liable to make any payment to the employee under **clause 56.6** or **56.7** and shall be entitled to deduct the amount of such excess from any remuneration payable to the employee upon termination of employment.

#### **56.9 Cashing out of annual leave**

- (a) Where an employee has accrued annual leave in excess of four (4) weeks, then by mutual written agreement the employer may pay the annual leave (and annual leave loading as applicable) in excess of four weeks to the employee as a one-off cash payment.

- (b) Superannuation contributions will be paid by the employer in respect of any period of annual leave to be paid out in accordance with **clause 56.9(a)**.
- (c) Payments made in accordance with **clause 56.9(a)** extinguish an employee's right to access leave or receive further payment for the period of leave paid out.

#### 57. **PURCHASED LEAVE**

57.1 Full-time Employees may purchase additional annual leave, with the agreement of the Employer.

57.2 The amount of additional leave that may be purchased varies according to the classification of the Employee as follows:

##### 57.3 **Health and Allied Services, Management and Administrative Officer Employees**

- (a) Full-time Employees classified under **Schedule B** and **Schedule C** may purchase up to 4 weeks additional leave per year and, with the agreement of the Employer, work between 48 and 51 weeks per year. Approval rests with the Employer, who may legitimately take into account operational needs and work requirements. Agreement will not be unreasonably withheld.
- (b) Where the Employer and Employee agree to a reduction in the number of working weeks, the Employee will receive additional leave as follows:

Period worked	Additional weeks' leave	Total weeks' leave
48/52 weeks	4 weeks	8 weeks
49/52 weeks	3 weeks	7 weeks
50/52 weeks	2 weeks	6 weeks
51/52 weeks	1 weeks	5 weeks

##### 57.4 **Dental Assistants:**

- (a) Full-time Employees classified under **Schedule D** may purchase up to 8 weeks additional leave per year and, with the agreement of the Employer, work between 44 and 51 weeks per year.
- (b) Where the Employer and Employee agree to a reduction in the number of working weeks, the Employee will receive additional leave as follows:

Period worked	Additional weeks' leave	Total weeks' leave
44/52 weeks	8 weeks	12 weeks
45/52 weeks	7 weeks	11 weeks
46/52 weeks	6 weeks	10 weeks

47/52 weeks	5 weeks	9 weeks
48/52 weeks	4 weeks	8 weeks
49/52 weeks	3 weeks	7 weeks
50/52 weeks	2 weeks	6 weeks
51/52 weeks	1 weeks	5 weeks

57.5 Where an Employee applies for additional leave pursuant to this clause the Employer shall respond to such application within four (4) weeks.

57.6 Where the Employer and Employee agree to a reduction in the number of working weeks, the Employee will receive a salary equal to the period worked, but spread over a 52 week period. Accrual of sick leave and long service leave will be unaffected by these arrangements.

57.7 The approval of purchased leave arrangements for individual Employees will be subject to annual application and approval by the Employer.

57.8 An Employee may revert to ordinary 52 week employment by giving the Employer no less than four weeks written notice.

57.9 Where an Employee so reverts to 52 week employment, appropriate pro-rata salary adjustments will be made.

## 58. **PERSONAL/CARER'S LEAVE**

58.1 The provisions of this clause apply to full-time and regular part-time employees. The personal/carer's leave entitlements of casual employees are set out in **clause 58.9** below.

### 58.2 **Amount of paid personal/carer's leave**

- (a) Paid personal/carer's leave will be available to an employee when they are absent because of:
  - (i) personal illness or injury; or
  - (ii) personal illness or injury of an immediate family or household member who requires the employee's care and support; or
  - (iii) an unexpected emergency affecting an immediate family or household member; or
  - (iv) the requirement to provide ongoing care and attention to another person who is wholly or substantially dependent on the employee, provided that the care and attention is not wholly or substantially on a commercial basis.

- (b) The amount of personal/carer's leave to which a full-time employee is entitled depends on the classification of the employee and how long they have worked for the employer.
- (c) Employees who are classified under **Schedule B** and **Schedule C** shall accrue personal/carer's leave as follows:
  - (i) one day (7.6 hours) will be available for each month of service in the first year of service;
  - (ii) 14 days (106 hours and 24 minutes) will be available per annum in the second, third and fourth year of service; and
  - (iii) 21 days (159 hours and 36 minutes) will be available per annum in each subsequent year of service.
- (d) In addition to **58.2(c)** above, where employees who are classified under **Schedule C** do not utilise the single day absences referred to in **58.6(a)(i)** for a period of five years, an additional 5 days' personal/carer's leave shall be added to the employee's accrued entitlement.
- (e) Employees who are classified under **Schedule D** shall accrue 12 days of personal/carers leave for each year of service.
- (f) An employee's entitlement accrues progressively during a year of service according to the employee's ordinary hours of work and unused personal/carer's leave accumulates from year to year.

#### **58.3 Leave to attend health professional appointments**

- (a) Employees classified under **Schedule C** and **Schedule D** who are absent from duty on account of a personal disability and are required to attend an appointment with a chiropodist/podiatrist, chiropractor, dentist, optometrist, osteopath, physiotherapist or psychologist shall, on production of satisfactory evidence, be granted leave out of existing personal/carer's leave entitlements.

#### **58.4 Use of accumulated personal/carer's leave**

- (a) An employee is entitled to use accumulated personal/carer's leave for the purposes of this clause where the current year's personal/carer's leave entitlement has been exhausted.

#### **58.5 Employee must give notice**

- (a) Employees must give the employer notice of the taking of personal/carer's leave.
- (b) The notice:
  - (i) Must be given to the to the employer as soon as practicable (which may be a time after the leave has started); and
  - (ii) Must advise the employer of the period, or expected period, of the leave.

- (c) The Employer must provide and inform employees of a procedure for the notification by Employees of their inability to attend work due to illness or injury. All such notifications shall be registered, detailing the time and name of the Employee.

#### **58.6 Evidence supporting claim**

- (a) The employer will require the employee to provide evidence that would satisfy a reasonable person to support the taking of personal/carer's leave, provided that:
  - (i) An employee classified under **Schedule C** may be absent through personal illness or injury for one day without furnishing evidence on not more than three (3) occasions in any one year of service.
  - (ii) An employee classified under **Schedule D** of this Agreement may be absent through personal injury or illness for one day without furnishing evidence on not more than five (5) occasions in any one year of service.
- (b) When taking leave to care for members of their immediate family or household who are ill or injured and require care and support, the employee shall, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness or injury of the person who requires care and support.
- (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.
- (d) In normal circumstances, an employee must not take leave to care for an immediate family or household member under this clause where another person has taken leave to care for the same person.
- (e) An employee is not entitled to personal/carer's leave under this clause unless they have complied with the foregoing notice and evidence requirements.

#### **58.7 Absence on public holidays**

- (a) 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.

#### **58.8 Unpaid personal/carer's leave**

- (a) Where an employee has exhausted all paid personal/carer's leave entitlements, he/she is entitled to take unpaid carer's leave to provide care and support in the circumstances outlined in **58.2(c)**, **58.2(d)**, or **58.2(e)**. The employer and the

employee will agree on the period. In the absence of agreement the employee is entitled to take up to two (2) days' unpaid carer's leave per occasion.

- (b) No employer shall terminate the services of an employee during the currency of any period of personal leave with the object of avoiding his or her obligations under this clause.

#### **58.9 Casual employees – Caring responsibilities**

- (a) Casual employees are entitled to be unavailable 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 will agree on the period for which the employee will be entitled to be unavailable to attend work. In the absence of agreement, the employee is entitled to not be unavailable to attend work for up to two (2) days per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
  - (i) The employer will require the casual employee to provide satisfactory evidence to support the taking of this leave.
- (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 the employer to engage or not engage a casual employee are otherwise not affected.

#### **58.10 Portability of personal/carer's leave**

- (a) The following portability arrangements apply to employees who are classified under **Schedule B**:
  - (i) Where an employee transfers their employment from one employer to another employer covered by this Agreement or the *Victorian Public Health Sector (Health Professionals, Health and Allied Services, Managers & Administrative Officers) Multiple Enterprise Agreement 2011-2015 (AE896737)* responsiveness list, accumulated personal leave to his/her credit up to a maximum of 260 working days at the date of such transfer shall be credited to him/her in his/her new employment as accumulated personal/carer's leave.
  - (ii) An employee shall produce a written statement from his/her previous employer specifying the amount of accumulated personal/carer's leave standing to his/her credit at the time of leaving that employment.

(b) The following portability arrangements apply to employees who are classified under **Schedule C** and **Schedule D**:

- (i) Where an employee is and has been in the service of an employer registered and subsidised under the *Health Services Act* or the Fairfield Hospital Board or of the Cancer Institute Board of the Victorian Bush Nursing Association (Incorporated) and transfers to another employer registered and subsidised under the *Hospital and Charities Act* or the Fairfield Hospital Board or of the Cancer Institute Board of the Victorian Bush Nursing Association (Incorporated), accumulated personal leave to his or her credit up to a maximum of 180 days shall be credited to such employee in his or her new employment. The employer may require the employee to produce a written statement from his or her previous employer specifying the amount of accumulated personal leave standing to the credit of such employee at the time of leaving that previous employment.
- (ii) Provided that in respect of any period of absence from employment between engagement with one employer and another or re-engagement with the same employer, continuity of employment shall be deemed to be unbroken provided such period of absence does not exceed five weeks in addition to the total period of annual leave, long service leave and or personal leave which the employee actually receives on termination or for which he or she is paid in lieu.
- (iii) Provided further that where any employee for the sole purpose of undertaking a course of study related to his or her employment, is, with the written approval of his or her employer, absent without pay for up to but not exceeding 52 weeks, such absences shall not be deemed to have broken continuity of service but shall not be counted in aggregating service for the purpose of establishing entitlement to personal leave portability.

**58.11 Personal Leave and additional shifts above ordinary hours**

No payment of personal leave will be made to an Employee where the shifts or hours not worked due to illness or injury are in addition to an Employee's ordinary hours of work. For the avoidance of doubt, this provision operates in relation to additional shifts or hours an employee has been requested to work above their ordinary hours but subsequently cannot work these hours due to illness or injury. This provision does not apply where the Employee has been rostered additional shift or hours in advance, for example under **clause 75** (as applicable), which are above their ordinary hours, in this case Employee's can still access their personal leave entitlements in accordance with **clause 58**.

**59. COMPASSIONATE LEAVE**

59.1 Employees are entitled to two days leave on each occasion when a member of the employee's immediate family or a member of the employee's household:



- (a) contracts or develops a personal illness that poses a serious threat to his or her life;
- (b) sustains a personal injury that poses a serious threat to his/her life; or
- (c) dies.

59.2 Any unused portion of leave will not accrue from year to year and will not be paid out on termination.

59.3 Such leave does not have to be taken consecutively.

59.4 An employee may take unpaid compassionate leave by agreement with the employer.

59.5 The employer will require the employee to provide satisfactory evidence to support the taking of compassionate leave.

## 60. LONG SERVICE LEAVE

### 60.1 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 Institutions or Statutory Bodies, in accordance with the provisions of this clause.
- (b) 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
  - (ii) and thereafter an additional two months' long service leave on the completion of each additional five years' service.
  - (iii) In addition, in the case of an employee who has completed more than fifteen years' service and whose employment is terminated otherwise than by the death of the employee, an amount of long service leave equal to 1/30th of the period of his/her service since the last accrual of entitlement to long service leave under **clause 60.1(b)(i)**.
  - (iv) 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.
- (c) For the purpose of determining the entitlement of an employee classified under **Schedule B** in respect of a period of employment beginning before 30 December 1964, and ending after the said date, so much of that service as was completed before the said date shall be reduced by one quarter.

### 60.2 Service entitling to leave

- (a) Subject to this subclause the service of an employee with an Institution or Statutory Body 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 **clause 60.1** above.
- (b) Notwithstanding **60.2(a)** above, when calculating the aggregate of service for employees classified under **Schedule C** and **Schedule D**, any period of employment with an Institution or Statutory Body of less than six (6) months' duration shall be disregarded.
- (c) Subject to this subclause service shall also include all periods during which an employee was serving in Her Majesty's Forces or was made available by the employer for National Duty.
- (d) For the purposes of this clause service shall be deemed to be continuous notwithstanding:
  - (i) the taking of any annual leave, long service leave, or other paid leave approved in writing by the employer and not covered by **60.2(d)(ii)** or **60.2(d)(iii)** below;
  - (ii) any absence from work of not more than fourteen days in any year on account of illness or injury or if applicable such longer period as provided in **clause 58** (Personal/Carer's Leave) 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** (Accident Pay);
  - (v) any unpaid 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 (or re-engagement with the same Institution or Statutory Body) provided it is less than the employee's allowable period of absence from employment. An employee's allowable period of absence from employment shall be five weeks in addition to the total period of paid annual and/or sick leave that the employee actually received on termination or for which he/she is 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 or longer as agreed under **clause 62.12** in respect of any pregnancy;
- (x) any other absence of an employee by leave of the employer, or on account of injury arising out of or in the course of his/her employment not covered by **60.2(d)(iv)**.
- (e) In calculating the period of continuous service of any employee, an interruption or absence of a kind mentioned in **60.2(d)(i)** to **60.2(d)(v)** shall be counted as part of the period of his/her service, but any interruption or absence of a kind mentioned in **60.2(d)(vi)** to **60.2(d)(x)** shall not be counted as part of the period of service unless it is so authorised in writing by the employer.
- (f) The onus of proving a sufficient aggregate of service to support a claim for any long service leave entitlement shall at all times rest upon the employee concerned. A certificate in the following form shall constitute acceptable proof:

<b>CERTIFICATE OF SERVICE</b>
[Name of Institution] [date]
This is to certify that [Name of Employee] has been employed by this institution/society/board for a period of [years/months/etc.] from [date] to [date].
Specify hereunder full details of paid or unpaid leave or absences including periods represented by payment made in lieu of leave on termination.
.....
Specify hereunder full details of long service leave granted during service or on termination:
.....
Signed.....[Stamp of Institution]

- (g) 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.

#### **60.3 Payment in lieu of long service leave on the death of an employee**

- (a) Where an employee who has completed at least ten years' service dies while still employed by the employer, the employer shall pay to such employee's personal legal 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.

#### **60.4 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 his/her 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 he/she takes any long service leave to which he/she is entitled, or where any long service leave accrues to an employee pursuant to **clause 60.1(b)(ii)**, the employee shall subject to the provisions of **clause 60.4(c)** be entitled to pay in respect of such leave as at the date of termination employment.
- (c) Where any long service leave accrues to an employee pursuant to **clause 60.1(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 **clause 60.1(b)(iv)** 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 **clause 60.2(d)(vii)**; and
  - (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; and
  - (iii) 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.

#### **60.5 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 Fair Work Commission;

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 Agreement 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 leave shall be taken in one period.
- (d) An employee may, subject to approval by the employer convert their long service leave entitlement in one of the following ways:
  - (i) take a period of leave equal to double the period of leave accrued at half the ordinary rate of pay for the period of approved leave; or
  - (ii) take a period of leave equal to half of the leave accrued at double the ordinary rate of pay for the period of approved leave.
- (e) Where an employee makes a request under **clause 60.5(c)**, approval shall not be unreasonably withheld by the employer.
- (f) An employer may, by agreement with an employee, grant long service leave to the employee before the entitlement to that leave has accrued, provided that such leave shall not be granted before the employee has completed ten years' service.
- (g) 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 employee upon termination, deduct and withhold an amount equivalent to the amount paid to the employee in respect of the leave in advance.

#### 60.6Definitions

- (a) For the purpose of this clause the following definitions apply:
  - (i) **Pay** means remuneration for an employee's normal weekly hours of work calculated at the employees' ordinary time rate of pay provided in **Schedule E** at the time the leave is taken or (if he/she dies before the completion of leave so taken) as at the time of his/her death; and shall include any allowances usually paid, and shall also include the amount of any increase to the employee's ordinary time rate of pay which occurred during the period of leave as from the date of such increase operates provided that where accommodation is made available to an employee during his/her period of leave.

- (ii) **Month** shall mean a Calendar Month.
- (iii) **Institution** shall mean any hospital or benevolent home, community health centre, Society or Association registered pursuant to the *Health Services Act 1988* (or the former *Hospital and Charities Act 1958*), or the Cancer Institute constituted under the *Cancer Act 1958*, or the Fairfield Hospital Board or the Bush Nursing Association, and successors thereto.
- (iv) **Statutory Body** means the Hospital and Charities Commission of Victoria, the Department of Human Services and/or the Nursing Board of Victoria, and successors thereto.
- (v) **Transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and “transmitted” has a corresponding interpretation.

#### 61. PRE-NATAL LEAVE

- 61.1 Where an employee is required to attend pre-natal appointments, or where parenting classes are only available or can only be attended during the employee’s ordinary hours of work, the employee shall be entitled to utilise their carer’s leave for such purposes on production of satisfactory evidence of their attendance.

#### 62. PARENTAL LEAVE

- 62.1 This clause is structured as follows:

- (a) Definitions: **62.4**
- (b) Long parental leave – unpaid : **62.5**
- (c) Short parental leave – unpaid: **62.6**
- (d) Paid parental leave: **62.7**
- (e) Notice provisions and commencement – maternity leave: **62.8**
- (f) Notice provisions and commencement – partner leave: **62.9**
- (g) Notice provisions and commencement – adoption leave: **62.10**
- (h) Special maternity leave: **62.11**
- (i) Variation to period of parental leave up to 12 months: **62.12**
- (j) Right to request extension of period of parental leave beyond 12 months: **62.13**
- (k) Parental leave and other leave entitlements: **62.14**
- (l) Transfer to a safe job: **62.15**
- (m) Returning to work after a period of parental leave: **62.16**
- (n) Replacement Employees: **62.17**
- (o) Communication during parental leave: **62.18**
- (p) Keeping in touch days: **62.19**

62.2 Provisions associated with parental leave are also included in this Agreement. Specifically, prenatal leave at **clause 61**, flexible work arrangements which includes the right to request to return from parental leave on a part time basis at **clause 24** and leave to attend interviews and examinations relevant to adoption leave at **clause 62.10**.

62.3 A summary of the main provisions and entitlements within the Parental Leave clause is set out below. For the avoidance of any doubt, it is not intended to replace, limit or increase the provisions outlined in the clauses referred to in the summary of provisions and entitlements

#### 62.4 Definitions

(a) For the purposes of this clause:

(i) **Child** means:

(A) a child of the Employee under school age; or

(B) a child under 16 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.

(ii) **Continuous Service** has the same meaning as in **clause 60**– Long service leave and includes continuous service with one and the same Employer or service with Institutions or Statutory Bodies (as defined at **clause 60.6**) in accordance with the provisions of that clause, and includes any period of employment that would count as service under the Act.

(iii) **Employee** for the purposes of **clause 62** means an Employee who has at least 12 months continuous service (as defined) and is not a casual Employee.

(iv) **Long Parental leave** means the 52 weeks' parental leave an Employee may take under **clause 62.5**. A person taking long parental leave under **clause 62.5** (whether as maternity, partner or adoption leave) is the primary carer for the purpose of this clause.

(v) **Short Parental Leave** means the up to 8 weeks concurrent parental leave an Employee who will not be the primary care giver of a child may take under **clause 62.6**.

(vi) **Spouse** includes a de facto, former spouse and same-sex partner save that spouse does not include a former spouse in relation to **clause 60.6** – Adoption Leave.

#### 62.5 Long Parental Leave - Unpaid

(a) An Employee as defined at **62.4(a)(iii)** is entitled to 12 months unpaid parental leave if:

(i) the leave is associated with:

- (A) the birth of a child of the Employee or the Employee's spouse (as defined) or de facto partner; or
  - (B) the placement of a child with the Employee for adoption; and
  - (ii) the Employee has or will have responsibility for the care of the child.
- (b) Except as provided at **clause 62.6** (Short Parental leave – unpaid), Parental leave is to be available to only one parent at a time in a single unbroken period.
- (c) Each member of an Employee couple may take a separate period of up to 12 months of unpaid parental leave. An Employee couple includes a couple where one person is an Employee of the Employer and the other person is an Employee at a different organisation.

#### **62.6 Short Parental leave - unpaid**

- (a) An Employee who will not be the primary care giver of a child may take up to 8 weeks concurrent parental leave with the parent who will be the primary care giver. The concurrent parental leave may be taken in separate periods but, unless the Employer agrees, each period must not be shorter than 2 weeks.

#### **62.7 Paid Parental Leave**

- (a) An Employee, other than a casual Employee, who has an entitlement to unpaid parental leave shall be entitled to the following:
  - (i) In the case of the primary care giver, 10 weeks paid parental leave;
  - (ii) In the case of the non-primary care giver, 1 week paid parental leave.
- (b) Paid parental leave is in addition to the Commonwealth Government paid parental leave scheme. The Employer and Employee may reach agreement as to how the paid parental leave under this Agreement is paid. For example, such leave may be paid in smaller amounts over a longer period, consecutively or concurrently with any Commonwealth Government scheme and may include a voluntary contribution to superannuation. Such agreement shall be in writing and signed by the parties. The Employee will nominate a preferred payment arrangement at least four weeks prior to the expected date of delivery. In the absence of agreement, such leave shall be paid during the ordinary pay periods corresponding with the period of the leave.
- (c) The paid parental leave prescribed by this clause shall be concurrent with the unpaid entitlement prescribed by the NES / this Agreement. For the avoidance of doubt, an Employee is only entitled to one paid parental leave payment as prescribed at **clause 62.7(a)** for each birth or placement resulting in parental leave under this clause.
- (d) The Employer shall make a superannuation contribution on the paid parental leave at **clause 62.7(a)** above, equivalent to that required by relevant legislation if such payments were deemed ordinary time earnings.

#### **62.8 Notice provisions and commencement - Maternity leave**



- (a) An Employee who proposes to take maternity leave must provide written notice to the
- (b) Employer advising:
  - (i) of the expected date of birth - at least ten weeks (including a certificate from a registered medical practitioner stating that the Employee is pregnant) or otherwise as soon as practicable before the expected date of birth; and
  - (ii) the start and end dates of maternity leave - at least four weeks before the start, or otherwise as soon as practicable.
- (c) An Employee will not be in breach of this clause if failure to give the stipulated notice is because the birth occurred earlier than the presumed date or other unexpected circumstances.
- (d) Where requested by the Employer, the Employee must also provide a statutory declaration stating particulars of any period of partner (or like authorised) leave sought.
- (e) Subject to the limits on duration of parental leave set out in this Agreement 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, the Employer may require the Employee to provide a medical certificate stating that she is fit for work and, if so, whether it is inadvisable for her to continue in her present position because of illness or risks arising out of the Employee's pregnancy or hazards connected with the position.

#### **62.9 Notice provisions and commencement - Partner leave**

- (a) **Short Parental Leave (partner)**  
An Employee who proposes to take short parental leave will:
  - (i) provide the Employer at least ten weeks' notice, or otherwise as soon as practicable, of the proposed period of partner leave, with a certificate from a registered medical practitioner which names his/her spouse (as defined), that states that she is pregnant and the expected date of birth; and
  - (ii) apply in writing for short parental leave as soon as reasonably practicable on or after the first day of the period of leave, stating the first and last days of the period.
- (b) **Long Parental Leave (partner)**
  - (i) An Employee who proposes to take long parental leave must provide written notice to the Employer advising:

(A) of the expected date of birth - at least ten weeks or otherwise as soon as practicable before the expected date of birth; and

(B) the start and end dates of the long parental leave - at least four weeks before the start, or otherwise as soon as practicable.

(ii) Where requested by the Employer, the Employee must also provide a statutory declaration stating the Employee will take that period of partner leave to become the primary care giver of a child and the particulars of any period of maternity (or like authorised) leave sought or taken by his/her spouse.

(c) An Employee will not be in breach of **clause 62.9** if the failure to give the required period of notice is because of the birth occurs earlier than expected, the death of the mother of the child or other unexpected circumstances. Application in such circumstances must be made as soon as reasonably practicable.

**62.10 Notice Provisions and Commencement - Adoption leave**

(a) If a child who is to be adopted by an Employee is a relative of the Employee, and the Employee decides to take the child into custody pending the authorisation of the placement of the child with the Employee, the Employee must:

(i) give notice to the Employer as soon as reasonably practicable after the decision is made; and

(ii) give the notices required by **clause 62.9(a)** and **62.9(b)**, whichever is applicable.

**Relative** of an Employee means a grandchild, nephew, niece or sibling of the Employee or of the Employee's spouse.

(b) **Short parental leave (adoption)**

(i) An Employee will apply in writing for short parental leave no later than 14 days before the proposed day of placement of the child, or as soon as reasonably practicable where the Employee cannot comply with this requirement because of the day when the placement is expected to start or any other unexpected reason.

(c) **Long Parental Leave (adoption)**

(i) Where an Employee proposes to take long parental leave, he/she must provide notice to the Employer in advance of the expected date of commencement of adoption leave. The notice requirements are:

(ii) of the expected date of placement - at least ten weeks, or otherwise as soon as practicable; and

(iii) of the date on which the Employee proposes to commence adoption leave and the period of leave to be taken - at least four weeks, or otherwise as soon as practicable.

(iv) Where requested by the Employer, the Employee must also provide a statutory declaration stating:

(A) that the Employee is seeking such leave to become the primary care-giver of the child;

(B) particulars of any period of adoption (or like authorised) leave sought or taken by the Employee's spouse; and

(C) that the child is a 'child' as defined above.

(D) The Employer may require an Employee to provide confirmation from the adoption agency of the placement.

(d) Where the Employee cannot comply with the above notification requirements because of the day when the placement is expected to start changes or any other unexpected reason, the Employee shall apply for long parental leave (adoption) as soon as reasonably practicable.

(e) **Where Placement does not Proceed or Continue**

(i) Where the placement of the child for adoption with an Employee does not proceed or continue, the Employee will notify the Employer immediately.

(ii) Where the Employee had, at the time, started a period of adoption leave in relation to the placement, the Employee's entitlement to adoption leave is not affected, except by written notice under **clause 62.10(e)(iii)** below.

(iii) The Employer may give the Employee written notice that, from a stated day no earlier than four weeks after the day the notice is given, any untaken long adoption leave is cancelled with effect from that day.

(iv) Where the Employee wishes to return to work due to a placement not proceeding or continuing, the Employer will nominate a time not exceeding four weeks from receipt of notification for the Employee's return to work.

#### **62.11 Special maternity leave**

(a) Where the pregnancy of an Employee not then on maternity leave ends within 28 weeks of the expected date of birth, other than by the birth of a living child, then the Employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

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

(c) Where an Employee not then on maternity leave suffers an illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work.

**62.12 Variation of period of parental leave (up to 12 months)**

- (a) Where an Employee takes leave under **clause 62.5** or **clause 62.12**, unless otherwise agreed between the Employer and Employee, an Employee may apply to the Employer to change the period of parental leave on one occasion. Any such change is to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement in **clause 62.5** or **clause 62.12**.
- (b) If the Employer and Employee agree, the Employee may further change the period of parental leave.

**62.13 Right to request an extension of period of parental leave beyond 12 months**

An Employee entitled to parental leave pursuant to the provisions of **clause 62** may request the Employer to allow the Employee to extend the period of unpaid parental leave provided for in **clause 62.5** by a further continuous period up to 12 months immediately following the end of the available parental leave.

- (a) **Request to be in writing**  
The request must be in writing and must be given to the Employer at least 4 weeks before the end of the available parental leave period.
- (b) **Response to be in writing**  
The Employer must give the Employee a written response to the request stating whether the Employer grants or refuses the request. The response must be given as soon as practicable, and not later than 21 days, after the request is made.
- (c) **Refusal only on reasonable business grounds**  
The Employer may only refuse the request on reasonable business grounds.
- (d) **Reasons for refusal to be specified**  
If the Employer refuses the request, the written response must include details of the reasons for the refusal.
- (e) **Employee couples**  
The Act contains additional requirements for employee couples.

**62.14 Parental leave and other entitlements**

- (a) An Employee may use any accrued annual leave or long service leave entitlements concurrently with parental leave, save that the total amount of leave shall not exceed 52 weeks or longer as agreed under **clause 62.12**.

**62.15 Transfer to a safe job**

- (a) Where an Employee is pregnant and, in the opinion of a registered medical practitioner, is fit for work but it is inadvisable for the Employee to continue at her present work for a stated period (the risk period) because of:

- (i) illness or risks arising out of the pregnancy, or
- (ii) hazards connected with the position,

the Employee must be transferred to an appropriate safe job if one is available for the risk period, with no other change to the Employee's terms and conditions of employment.

- (b) If:
  - (i) **clause 62.15(a)** applies to a pregnant Employee but there is no appropriate safe job available; and
  - (ii) the Employee is entitled to unpaid parental leave; and
  - (iii) the Employee has complied with the notice and evidence requirements of **clause 62.8** for taking unpaid parental leave;
 then the Employee is entitled to paid no safe job leave for the risk period.
- (c) If the Employee takes paid no safe job leave for the risk period, the Employer must pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work in the risk period.
- (d) This entitlement to paid no safe job leave is in addition to any other leave entitlement the Employee may have.

#### **62.16 Returning to work after a period of parental leave**

- (a) An Employee will endeavour to notify the Employer of their intention to return to work after a period of long parental leave at least four weeks prior to the expiration of the leave, or where that is not practicable, as soon as practicable.
- (b) An Employee will be entitled to return:
  - (i) unless **clause 62.16(b)(ii)** or **62.16(b)(iii)** or **clause 62.16(c)** applies, to the position which they held immediately before proceeding on parental leave;
  - (ii) if the Employee was promoted or voluntarily transferred to a new position (other than to a safe job pursuant to **clause 62.15**), to the new position;
  - (iii) if **clause 62.16(b)(ii)** does not apply, and the Employee began working part-time because of the pregnancy of the Employee, or his or her spouse, to the position held immediately before starting to work part-time.
- (c) **Clause 62.16(b)** is not to result in the Employee being returned to the safe job to which the Employee was transferred under **clause 62.15**. In such circumstances, the Employee will be entitled to return to the position held immediately before the transfer.
- (d) Where the relevant former position (per **clauses 62.16(b)** and **62.16(c)** above) no longer exists, an Employee is entitled to return to an available position for

which the Employee is qualified and suited nearest in status and pay to that of their pre-parental leave position.

- (e) The Employer must not fail to re-engage an Employee because:
  - (i) the Employee or Employee's spouse is pregnant; or
  - (ii) the Employee is or has been immediately absent on parental leave.

**62.17 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 the Employer engages a replacement Employee the Employer must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced to return to their pre-parental leave position.

**62.18 Communication during Parental leave**

- (a) Where an Employee is on parental leave and the Employer makes a decision that will have a significant effect on the status, pay or location of the Employee's pre-parental leave position, or the Employer proposes a change will have a significant effect on the Employee, the Employer shall take reasonable steps to:
  - (i) make information available in relation to any significant effect the change will have on the status, pay, location 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, pay, location or responsibility level of the position the Employee held before commencing parental leave.
- (b) The Employee shall take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.
- (c) The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with **clause 62.18**.

**62.19 Keeping in touch days**

- (a) This clause does not prevent an Employee from performing work for the Employer on a keeping in touch day while the Employee is taking unpaid parental leave. If the Employee does so, the performance of that work does not break the continuity of the period of unpaid parental leave.

- (b) A day on which the Employee performs work for the Employer during the period of leave is a keeping in touch day if:
  - (i) the purpose of performing the work is to enable the Employee to keep in touch with his or her employment in order to facilitate a return to that employment after the end of the period of leave; and
  - (ii) both the Employee and Employer consent to the Employee performing work for the Employer on that day; and
  - (iii) the day is not within:
    - (A) If the Employee suggested or requested that they perform work for the Employer on that day—14 days after the date of birth, or day of placement, of the child to which the period of leave relates; or
    - (B) otherwise — 42 days after the date of birth, or day of placement, of the child; and
  - (iv) the Employee has not already performed work for the Employer or another entity on 10 days during the period of leave that were keeping in touch days.
- (c) The duration of the work the Employee performs on that day is not relevant for the purposes of this clause.
- (d) The Employer must not exert undue influence or undue pressure on an Employee to consent to a keeping in touch day.
- (e) For the purposes of this **sub-clause 62.19** the following will be treated as 2 separate periods of unpaid parental leave:
  - (i) a period of unpaid parental leave taken during the Employee's available parental leave period; and
  - (ii) an extension of the period of unpaid parental leave under **clause 62.12**.

### 63. COMMUNITY SERVICE LEAVE

63.1 An employee who is engaged in an eligible community service activity is entitled to be absent from work without loss of pay for the period of time that they are engaged in the activity, reasonable travelling time associated with the activity and rest time following the activity, provided that the employee's absence (unless the activity is jury service) is reasonable in all the circumstances.

63.2 An eligible community service activity includes:

- (a) jury service required by or under law; or
- (b) a voluntary emergency management activity; or
- (c) an activity prescribed by regulations as an eligible community service activity for the purposes of the *Fair Work Act 2009*.

63.3 An employee engages in voluntary emergency management activity if, and only if:

- (a) the employee engages in an activity that involves dealing with an emergency or natural disaster; and
- (b) the employee engages in the activity on a voluntary basis; and
- (c) the employee is a member of, or has a member-like association with, a recognised emergency management body (i.e. CFA, SES, St John Ambulance, Red Cross etc.); and
- (d) either:
  - (i) the employee was requested by or on behalf of the body to engage in the activity; or
  - (ii) no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

**63.4 Notice and evidence requirements**

- (a) Employees seeking to take Community Service Leave must provide notice to the employer as soon as practicable (which may be after the absence has started) and must advise the employer of the period, or expected period, of the absence.
- (b) If requested, the employee shall be required to produce evidence of their engagement in eligible community service activity, to the satisfaction of the employer.
- (c) An employee's absence from the workplace is only covered by the provisions of this **clause 63** if they satisfy the notice and evidence requirements set out above.

63.5 The employer may refuse time release where the employee's absence will adversely impact the capacity of the health service to maintain services.

**63.6 Jury Service**

- (a) Subject to **clause 63.6(b)** below, the employer is required to pay an employee (other than a casual) who is required to attend for jury service at their base rate of pay for the ordinary hours of work in the period.
- (b) The employer may require the employee to produce satisfactory evidence:
  - (i) that they have taken all necessary steps to obtain any amount of jury service pay to which they are entitled; and
  - (ii) of the total amount of jury service pay that has been paid, or is payable, to the employee for the period of jury service.
- (c) An employee shall only be entitled to payment for jury service under **clause 63.6(a)** where they have satisfied the evidence requirements of **63.6(b)**.



- (d) The amount payable to an employee under **clause 63.6(a)** is reduced by the amount of jury service pay received by the employee, as disclosed to the employer in accordance with **clause 63.6(b)**.

**64. BLOOD DONORS LEAVE**

64.1 The employer will release staff upon request to donate blood when a collection unit is on site or by arrangement with the manager of the department.

**65. CULTURAL AND CEREMONIAL LEAVE**

65.1 The employer may approve attendance during working hours by an employee of Aboriginal or Torres Strait Islander descent at any Aboriginal community meetings, except the Annual general Meetings of Aboriginal community organisations at which the election of office bearers will occur.

65.2 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 community organisations at which the election of office bearers will occur.

65.3 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.

65.4 Ceremonial leave granted under this clause is in addition to compassionate leave granted under any other provision of this Agreement.

**66. 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 **sub-clause 10.22**.*

66.1 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.

66.2 The employer will develop guidelines to supplement this clause which details the appropriate action to be taken in the event that an employee discloses family violence.

66.3 Definitions

- (a) In this Agreement, '**Family Violence**' has the same meaning as the *Family Violence Protection Act 2008*. Under that Act, 'Family Violence' is defined, in part, as:

- (i) **behaviour** by a person towards a family member of that person if the behaviour is
  - (A) physically or sexually abusive; or
  - (B) emotionally or psychologically abusive; or
  - (C) economically abusive; or
  - (D) threatening; or
  - (E) coercive; or
  - (F) 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
  - (G) behaviour by a person that causes a child to hear or witness, or otherwise be exposed to the effects of, behaviour referred to in paragraph (a).
- (ii) An **'affected Employee'** means an employee experiencing family violence as defined.

#### 66.4 **Leave**

- (a) An affected Employee will have access to 20 days per year of paid special leave (pro rata for part time Employees) where the employee requires time release for activities related to and as a consequence of family violence including:
  - (i) medical and legal assistance;
  - (ii) court appearances;
  - (iii) counselling (including financial counselling);
  - (iv) relocation;
  - (v) making safety arrangements.
- (b) An Employee who supports a family member or household member experiencing Family Violence may also utilise their personal leave entitlement to accompany the family member or household member to court, to hospital, or to care for children.
- (c) The leave may be taken as consecutive or single days or as a fraction of a day.
- (d) The leave does not accumulate from year to year.

#### 66.5 **Designated contact point**

- (a) resources employee) for family violence matters. The designated contact point(s) will receive training in handling disclosures of family violence that will include privacy issues. Employees will be advised of the designated contact point(s).

#### 66.6 **Disclosure of Family Violence and Support**

- (a) An affected Employee may disclose they are experiencing family violence to either their immediate supervisor or the designated contact point.
- (b) Where an affected Employee makes a disclosure to their immediate supervisor, the supervisor will advise the designated contact point.
- (c) Following consultation with the affected Employee, the relevant supervisor and designated contact point shall:
  - (i) Implement reasonable measures to manage any potential risk to health and safety. Such measures may include:
    - (A) changing the affected Employee's hours of work, duties, location of work or contact details;
    - (B) advising security staff consistent with the Employer's occupational violence policy where applicable;
    - (C) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
    - (D) Changes to work arrangements may be agreed on a temporary or ongoing basis having regard to the circumstance. Periods of review should also be agreed.
  - (ii) Offer the affected Employee access to the Employer's 'Employee Assistance Program' (EAP) and/or other available local support resources. Where possible, the EAP will include professionals trained in family violence.
  - (iii) Provide information regarding current support services.

66.7 Where the performance or attendance of an employee at work suffers as a result of being a victim of family violence, the Employer shall:

- (a) take into account the effect of the family violence; and
- (b) take all reasonable measures to support attendance and / or performance when addressing the employee's performance or attendance, taking into account all of the relevant circumstances.

#### **66.8 Confidentiality**

- (a) All personal information concerning family violence will be kept confidential in line with the Employer's policies and relevant legislation.

#### **66.9 Notice and Evidence Requirements**

- (a) **Notice requirements**
  - (i) The leave can be taken without prior approval where it is impractical for the employee to provide the notice of taking the leave.
- (b) **Evidence requirements**

- (i) An employee may be required by the Employer to provide evidence that their absence is due to the reasons specified in **clause 66.4**
- (ii) If required, such evidence will be in the form of an agreed document issued by a medical practitioner, registered health practitioner, Police service, Court, Family Violence Support Service, social support service, financial counsellor or Lawyer or, where reasonable, a statutory declaration may be used.

**67. Annual Leave Close Down**

67.1 Employers may, for operational reasons, wish to either close down or have reduced activity over the Christmas / New Year period.

67.2 Where an Employer wishes to have an annual close down or low activity period over the Christmas / New Year period, the Employer shall, on commencement of employment; or Before 15 November of the relevant year:

- (a) advise affected Employees in writing of the close down or the reduced activity over the Christmas/New Year period (notification).
- (b) At the same time of the notification period, an Employer may ask employees to utilise their annual leave during the period

67.3 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 endeavour to notify the Employer on or before 1 December of the relevant year.

67.4 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.

67.5 If, after discussions take place in accordance with **67.4**; the Employer, Employee or their representatives can utilise the dispute resolution **clause 12** of this Agreement.

## **PART 8 – UNION FACILITATION**

### **68. RIGHT OF ENTRY**

68.1A duly accredited representative of the union shall upon the production of her/his authority, have the right to enter any place or premises where employees are employed at any time during normal working hours or when shiftwork or overtime work is being performed for the purpose of investigating suspected breaches, for OHS purposes to hold discussions with any employee who wishes to participate in those discussions, provided that such entry does not unduly interfere with the work being performed by any employee during working time.

68.2Unless otherwise agreed, an accredited representative of the union shall provide a minimum of 24 hours notice of her/his intention to enter the employer's premises prior to doing so.

### **69. ORIENTATION/INDUCTION PROGRAMMES**

69.1For the purposes of facilitating the orientation of new Employees and in particular to familiarise new Employees with the operation of this Agreement, the HWU will be provided with the dates, times and venues of any orientation/induction programmes involving new employees in writing on a quarterly basis and be permitted to attend such programmes.

69.2If the dates of these orientation/induction programmes are fixed in advance for a regular day and time then the employer will provide this information to the HWU as soon as possible.

69.3Where the dates of orientation/induction programmes involving employees are not fixed in advance, at least 14 days notice will be given to the HWU of the dates, times and venues of such programmes to enable an HWU representative to attend.

### **70. RESOURCES AND FACILITIES**

70.1The HWU is to be given access to the employees of the employer.

70.2The following persons will be provided with access to resources and facilities, such as telephones, computers, e-mail, noticeboards and meeting rooms in a manner that does not adversely affect service delivery and work requirements.

- (a) HWU Officials; and
- (b) HWU Delegates; and
- (c) Health and Safety Representatives (HSRs).

70.3In addition to other leave entitlements, HWU Delegates and HSRs 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 attending local committee meetings, assisting with grievance procedures, attending hospital committees etc. subject to operational considerations. Such release shall not be unreasonably withheld by the employer.

70.4 Where management requires HWU representatives to attend management meetings outside of paid time they will be paid to attend.

**71. PAID UNION MEETINGS**

71.1 In order for the employer to approve paid meetings between the HWU and its members, the HWU must meet the following requirements:

- (a) the employer is given reasonable notice that such a meeting is to be held; and
- (b) the reason/s for the meeting is also to be provided to the employer with the notice;
- (c) the location for the meeting is to be agreed between the HWU and the employer;
- (d) an acceptable level of staffing will be maintained;
- (e) where possible meetings will occur at times least disruptive to service delivery;
- (f) the duration of the paid meeting will not exceed half an hour except where agreed by the HWU and the employer;
- (g) the employees will return to work without industrial action or threat of industrial action.

**72. DISPUTE SETTLEMENT AND OHS TRAINING LEAVE**

72.1 An Employee may be granted Dispute Settlement and OHS Training leave on full pay for up to five (5) days in any one calendar year, subject to the Employer being satisfied that:

- (a) the course of training is likely to contribute to a better understanding of industrial relations; or
- (b) in the case of a duly elected HSR nominated to attend an occupational health and safety course, is likely to assist the Employee to discharge his or her functions as a health and safety representative; and
- (c) provided that the granting of leave will not unduly affect the operations of the Employer.

72.2 Leave on full pay in excess of five (5) days and up to 10 days may be granted in any one calendar year subject to the total leave in that year and the subsequent year not exceeding 10 days.

72.3 This leave shall be deemed to be service and shall not adversely affect employment for any purpose.

72.4 The Employer shall not alter the position of the Employee to the detriment of the Employee by reason only that the Employee is attending an education or training course covered by this clause.

72.5 Such leave shall be granted under the following conditions:

- (a) that all applications for such leave shall be accompanied by a statement from whom the Employee has been nominated for the course and written evidence that the course has been approved/endorsed by the ACTU Education and Campaign Centre;
- (b) that leave of absence granted under this provision shall be with full pay, being the Agreement rate of pay for normal rostered hours plus experience payments and allowances which are ordinarily paid, but excluding overtime;
- (c) that expenses associated with attendance at the training course or seminar such as fares, accommodation and meal costs are not the responsibility of the Employer;
- (d) leave of absence granted under this provision shall include any necessary travelling time in normal hours immediately before or after the course; and
- (e) that a minimum of two (2) weeks' notice shall be provided to the Employer.

**73. NOTICEBOARDS**

73.1The employer will establish a noticeboard in each department/section for the use of the HWU, unless otherwise agreed by the HWU.

**74. UNPAID BRANCH COMMITTEE OF MANAGEMENT LEAVE (EMPLOYEES HOLDING OFFICIAL HWU POSITIONS)**

74.1The Employer will, on application by the HWU, grant unpaid leave (including reasonable travelling time) to an Employee for the purpose of fulfilling their duties as an official of the HWU Branch Committee of Management or HWU delegate to the Health Services HWU National Council. For a member of the HWU Branch Committee of Management this currently involves 11 full day meetings per year.

**PART 9 – CONDITIONS OF EMPLOYMENT SPECIFIC TO MANAGEMENT AND ADMINISTRATIVE OFFICERS**

**75. APPLICATION**

75.1 This **Part 9** applies only to Management and Administrative Officers classified under **Schedule B** of this Agreement.

**76. STUDY LEAVE**

76.1 Paid study leave will be available to full-time and part-time Employees of up to 4 hours per week for 26 weeks per annum, at the Employer's discretion.

76.2 Paid study leave may be taken as mutually agreed by, for example, 4 hours per week, 9 hours per fortnight or blocks of 38 hours at a residential school.

76.3 A part-time Employee will be entitled to paid study leave on a pro-rata basis.

76.4 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:

- (a) the proposed course and institution in which the Employee is enrolled or proposes to enrol; and
- (b) the relevance of the course to the Employee's profession.

76.5 The Employer will notify the Employee of whether his or her request for study leave has been approved within 7 days of the application being made.

76.6 Leave pursuant to this clause does not accumulate from year to year.

**77. EXAMINATION LEAVE**

77.1 An employee shall be granted leave on full pay in order to attend examinations necessary to obtain higher qualifications in such courses as are undertaken with the knowledge and approval of the employer.

77.2 The amount of leave shall be such as to allow the employee to proceed to and from the place of examinations and in addition allow three clear working days other than a Saturday or a Sunday for pre-examination study if this is so desired.

77.3 Any leave granted under the provisions of this clause shall be in addition to annual leave granted pursuant to **clause 56** (Annual Leave).

77.4 Leave with pay granted under the provisions of this clause shall not exceed six (6) clear working days per year. Chief Executive Officers and Deputy CEOs, other than those covered by Government Sector Executive Remuneration Panel (GSERP) policies, shall not be subject to this examination leave maxima.



**78. TRAVELLING ALLOWANCES**

78.1 Should an employee be required to use his or her vehicle for transport from home to place of work and return outside of normal hours, the employee is to receive such allowance corresponding with the mileage rates as set out in **clause 4** (as applicable) of the rates table in **Schedule E**.

78.2 An employee who is recalled to the workplace for any purpose shall be provided with appropriate transport for the outward and return journeys, upon request. The cost of such transport shall be met by the employer.

78.3 Where an employee is required to travel during ordinary hours for work-purposes, he or she shall be provided with appropriate transport. The cost of such transport shall be met by the employer.

78.4 Notwithstanding anything contained in **clause 78.3**, where the employer does not provide transport for work-related travel and an employee agrees to his their own motor vehicle, they shall be paid the vehicle allowances set out in **clause 4** (as applicable) of the rates table in **Schedule E**.

78.5 An employee required to travel on business in the performance of their duties shall be reimbursed all reasonable travelling expenses necessarily incurred.

**79. REMOVAL EXPENSES**

79.1 Where an employee is required to transfer to an alternate work location that is more than 48 kilometres from the place where the employee has been employed for a period of at least two years, such employee shall be reimbursed reasonable removal expenses by the employer to which the employee transfers

79.2 Provided that in the case of a transfer where an employee is required by their new employer to reside at a distance less than 50 kilometres from their former residence the employee shall not be reimbursed reasonable removal expenses.

**80. CHIEF EXECUTIVE OFFICERS**

80.1 The terms and conditions of employment for Chief Executive Officers ("CEO") will, in respect of remuneration and related conditions, be those provided for by the Government Sector Executive Remuneration Panel contracts ("GSERP contract").

80.2 **Clause 79.1** excludes CEOs of "stand alone" community health services and/or CEOs whose terms and conditions are not covered by a GSERP contract.

80.3 Despite **clause 79.1**, any further GSERP contract offered by an employer to an existing employee whose employment is governed by a GSERP contract in existence at the date of certification of this Agreement will not reduce the total remuneration package applicable to that employee.

**PART 10 – CONDITIONS OF EMPLOYMENT SPECIFIC TO HEALTH AND ALLIED SERVICES EMPLOYEES**

**81. APPLICATION**

81.1 This **Part 10** applies only to Health and Allied Services employees classified under **Schedule C** of this Agreement.

**82. AMENITIES**

82.1 Dressing rooms, rest rooms, bathrooms or shower rooms and lunchrooms shall be provided for non-resident employees.

82.2 Suitable, healthy accommodation shall be provided for resident employees.

**83. ROSTERS**

83.1 A roster of at least 14 days' duration shall be posted at least 14 days before it comes into operation at each work location in a place where it may be readily seen by such employees and the Secretary or other accredited representative of the Health Services Union.

83.2 Rosters shall set out the employees' daily ordinary hours of work, start times, finish times and meal intervals.

83.3 Seven days notice shall be given of a change in roster, except in emergency situations.

**83.4 Change of roster**

- (a) Where the employer requires an employee, without seven (7) days' notice and outside the expected circumstances in **clause 83.3** above, to perform ordinary duty at other times than those previously rostered, the employee shall be paid in accordance with the hours worked plus a daily change of roster allowance pursuant to **clause 4 of Schedule E**.
- (b) Provided that a part-time employee who agrees to work shift(s) in addition to those already rostered will not be entitled to the Change of Roster allowance for the additional shift(s) worked.
- (c) The Change of Roster allowance in **clause 83.4(a)** is calculated at a rate of 2.5% of the weekly wage rate payable for the "Patient Services Assistant Level 2" classification pursuant to **clause 4 of Schedule E**.

83.5 An employee may apply in writing to the employer to have their roster fixed by the provisions of **clause 83.6** below in lieu of **clauses 83.1 to 83.4** above.

83.6 Rosters shall be fixed by mutual agreement, subject to the provisions of this Agreement.

83.7 An employee may repudiate a request made under **clause 83.5** at any time, by giving written notice to the employer. In such a case the roster of the employee shall be determined according to **clauses 83.1 to 83.4** from the commencement of the next full roster period, being not less than five (5) clear days after such repudiation is received in writing by the employer.

83.8 Rosters will be drawn up so as to provide at least eight (8) hours between successive periods of ordinary duty.

**84. WASH-UP TIME**

84.1 Where necessary, an employee shall be entitled to cease work ten minutes before their rostered finishing time to enable him or her to wash or to change their clothes.

**85. MAKE UP TIME**

85.1 An employee may elect, with the consent of the employer, to work make up time under which the employee takes time off during ordinary hours and works those hours at ordinary time rate at a later, during the spread of ordinary hours.

**86. SUMMER TIME (DAYLIGHT SAVINGS)**

86.1 When summer time is introduced through legislation, and is prescribed as being in advance of the standard time, the length of any shift:

- (a) commencing before the time prescribed pursuant to the relevant legislation for the commencement of a summer time period; and
- (b) commencing on or before the time prescribed pursuant to the relevant legislation for the termination of a summer time period;

86.2 shall be the number of hours which are the difference between the times recorded by the clock at the beginning and end of the shift.

86.3 The expressions **standard time** and **summer time** are defined within the *Summer Time Act 1972*, as amended or as substituted.

**87. TIME AND WAGES RECORDS**

87.1 The employer shall provide and cause to be kept time and wages records in which each employee shall enter their daily starting and finishing times.

87.2 Time records will be maintained for a minimum of twelve months and wages records will be retained for a minimum of seven years.

87.3 Time and wages records shall be available for inspection by an accredited representative of the Health Services Union, in accordance with the requirements of the *Fair Work Act 2009*.

**88. STAFFING LEVELS**

88.1 The parties are committed to maintaining adequate staffing levels in order to promote an appropriate working environment for staff and ensure adequate levels of patient care.

**89. PLANNED AND UNPLANNED ABSENCES**

89.1The employer agrees to replace staff on planned or unplanned absences, where practicable.

89.2The employer will endeavour to maximise the use of permanent, full-time and part-time employees to replace staff on planned and unplanned absences.

89.3The engagement of casual employees will be in accordance with the spirit and intent of **clause 22** (Casual Employment).

89.4Where additional shifts are required to replace planned and unplanned absences, the employer will give preference to existing part-time employees to work such shifts. If this is not possible, the employer may use casual employees as an interim measure, in classifications where casuals are available.

89.5Agency staff should only be used for unexpected absences, such as sick leave, where the employer is unable to replace the employee with either part-time or casual employees.

89.6In the event that particular staffing issues are identified at individual health care facilities the employers agree to consult with employees and the Union in relation to any matters raised, under the existing consultative arrangements.

**90. DUAL PART-TIME APPOINTMENTS**

90.1A person engaged in two classifications on a part-time basis shall be paid at the appropriate classification rate for the actual hours worked in each classification.

**91. LITERACY AND NUMERACY**

91.1The parties agree to establish a process to improve the literacy and numeracy skills of employees so that each person can more fully participate in those areas of the workplace that are relevant to the employee and the health service.

**92. STUDY LEAVE**

92.1Employee will be entitled to four (4) hours paid study leave per week up to a maximum of 26 weeks per annum, where undertaking study at Australian Qualification Framework Level 3 or above with an education institution or approved provider.

92.2Paid study leave may be taken as mutually agreed by, for example, 4 hours per week, 8 hours per fortnight or in blocks of 38 hours.

92.3A part-time Employee shall be entitled to paid study leave on a pro-rata basis.

92.4An Employee wishing to take study leave must apply in writing to the Employer as early as possible prior to the proposed leave date. The Employee's request should include:

- (a) details of the course and institution in which the Employee is enrolled, or proposes to enrol; and

(b) details of the relevance of the course to the Employee's profession.

92.5 The Employer will notify the Employee of whether or not their request for study leave has been approved within 7 days of the application being made.

92.6 Where the course of study is of relevance to the Employee's employment, the Employer shall not withhold consent.

92.7 Where the number of staff seeking to take study leave at any one time causes operational difficulties, the Employer and Employee(s) concerned shall seek to reach agreement at a local level about the timeframe in which the leave is taken.

92.8 In all circumstances, the leave will be made available to the Employee(s) in the year in which application is made.

92.9 Any dispute arising under this **clause 92.5** shall be resolved in accordance with **clause 12** (Dispute Settling Procedures).

92.10 Paid study leave pursuant to this clause does not accumulate from year to year.

### 93. **EXPERIENCE PAYMENTS**

93.1 The experience payments in **clause 4** of **Schedule E** shall be added to the ordinary time rates of pay and paid for all purposes for all employees, other than:

- (a) Qualified interpreters/translators who are eligible for payment of the Interpreters Allowances in accordance with **clause 95**; and/or
- (b) Trainee Dental Nurses (Dental Nurse Level 1 and Level 2) eligible for incremental payments in accordance with **sub-clause 100.5**.

### 94. **COOKING TRADE PROFICIENCY PAYMENTS**

94.1 This proficiency pay scheme applies to apprentices who started attending trade class from 1979 and who have undertaken the standard cooking course and attained the standard of proficiency.

94.2 This proficiency pay scheme does not apply to apprentices who have undertaken the pilot course conducted at William Angliss College in 1983.

#### 94.3 **Standard of Proficiency**

- (a) Apprentices will have reached the standard of proficiency in each year of the course when they have passed in the first, second and third years the subjects prescribed from time to time by the State Training Board and attained an average mark of not less than 70 per cent for those subjects. The subjects must be passed at the first attempt.

#### 94.4 **Proficiency Pay**

94.5 This scheme provides for the payment of tradesperson's rates of pay to apprentices during the fourth year of the apprenticeship where the standard of proficiency has been attained on one, two or three occasions on the following basis:

- (a) on one occasion only – for the first nine (9) months of the fourth year of the apprenticeship, the normal fourth year rate of pay. Thereafter, the "Trade Cook" rate of pay pursuant to **clause 4 of Schedule E**.
- (b) on two occasions – for the first six (6) months of the fourth year of the apprenticeship, the normal fourth year rate of pay. Thereafter, the "Trade Cook" rate of pay pursuant to **clause 4 of Schedule E**.
- (c) on all three occasions – for the entire fourth year at the "Trade Cook" rate of pay pursuant to **clause 4 of Schedule E**.

#### 95. **INTERPRETER ALLOWANCES**

95.1 Any person employed as a qualified interpreter/translator and who is accredited by the National Accreditation Authority for Translators and Interpreters (NAATI) shall be paid an Interpreter Allowance per week pursuant to **clause 4 of Schedule E**.

95.2 The amount payable per week under **clause 95.1** above is dependent upon the employee's level of accreditation by NAATI and their years of experience.

95.3 The Interpreter Allowances shall be additional to any other allowance to which the employee is entitled under this Agreement, and shall be considered part of the normal weekly rate of pay for all purposes.

95.4 Employees who are eligible for payment of the Interpreter Allowances shall be ineligible for the experience payments in **clause 4 of Schedule E**.

#### 96. **HEAT ALLOWANCE**

96.1 Where work continues for more than two (2) hours in temperatures exceeding 46 degrees Celsius employees shall be entitled to 20 minutes rest after every two (2) hours work without loss of pay.

96.2 It shall be the responsibility of the employer to ascertain the temperature.

96.3 The heat allowances in **clause 4 of Schedule E** shall be paid to employees who were employed at their current place of work prior to 8 August 1991:

- (a) Where an employee works for more than one hour in the shade in places where the temperature is raised by artificial means and exceeds 40 degrees Celsius but does not exceed 46 degrees Celsius; or
- (b) Where an employee works for more than one hour in the shade in places where the temperature is raised by artificial means and exceeds 46 degrees Celsius.

97. **NAUSEOUS WORK ALLOWANCE**

97.1 Employees shall be paid a Nauseous Work Allowance pursuant to **clause 4 of Schedule E** for all time during which they are engaged in handling linen of a nauseous nature, other than linen sealed in airtight containers.

97.2 The amount of Nauseous Work Allowance payable is dependant on the classification of the employee concerned, with a different amount payable to employees classified as Nursing Attendant compared with all other employees.

97.3 The "Nauseous Work Allowance – All Other Employees" shall be paid to an employee in any classification for work that is of an unusually dirty or offensive nature having regard to the duty normally performed by such employee in such classification. Provided that, an employee who is paid the nauseous work allowance prescribed in **clause 97.1**, shall not be entitled to be paid an allowance under **clause 97.3** for the same work.

97.4 The nauseous work allowance is payable per hour, or part thereof, in addition to the rates prescribed elsewhere in this Agreement. The weekly allowance is the minimum amount payable for work performed in any week.

98. **RED CROSS MOBILE UNIT ALLOWANCE**

98.1 An employee working with a mobile Red Cross Unit, which is out on location, shall be paid a Red Cross Mobile Unit Allowance pursuant to **clause 4 of Schedule E**:

- (a) the daily allowance is payable per day or part thereof; and
- (b) the weekly allowance is the minimum payment for work performed in any week.

99. **SENIORS ALLOWANCE**

99.1 An employee who is appointed as a Senior will have their classification preceded by the word Senior and shall be paid an allowance of 10 per cent of the base rate payable for their classification pursuant to **clause 4 of Schedule E**.

99.2 Appointment to a position preceded by the word Senior will only be made where the work performed by such employee represents a net addition to the work value of the substantive role in a similar area or areas. Indicia of a new addition to work value may include:

- (a) the performance of additional duties or functions;
- (b) the assignment of a special project; or
- (c) an increased emphasis on the performance of core functions already undertaken by employees in the relevant classification.

99.3 A net addition to the work value of the substantive role of an employee would be characterised by the following:

- (a) the additional functions or duties are a regular and ongoing requirement; and

- (b) experience in the role commensurate with this clause, coupled with on the job training where provided by the employer; and
- (c) the necessity for additional training in a particular aspect of the role above that which is required to fulfil the role of an employee employed in a similar area(s); and
- (d) a greater level of judgement is required from the employee, whereby he or she is capable of making independent decisions to a degree not generally expected of an employee employed in a similar area(s); and
- (e) a higher degree of accountability is expected for work undertaken, such that the employee is clearly performing at a level above that of his or her peers employed in a similar area(s) by the employer.

99.4 The Seniors Allowance shall be additional to any other allowance to which the employee is entitled under this Agreement.

#### 100. TOOL ALLOWANCE

100.1 Employees who are classified as chefs and cooks under **Schedule C**, who are not supplied with the necessary tools to perform their duties by the employer, shall be paid a Tool Allowance per week pursuant to **clause 4 of Schedule E**.

100.2 The Tool Allowance is compensation for the supply and maintenance of tools.

#### 101. IN CHARGE ALLOWANCES

101.1 An employee shall be paid an In-charge Allowance where they are appointed or delegated to exercise control over other employees, as follows:

Extent of control:	% Allowance
In charge of 1 to 9 other employees	7%
In charge of 10 to 29 other employees	10%
In charge of 30 or more employees	15%

101.2 Provided that **clause 101** does not apply to the following classifications of employee:

- (a) Chef Grade A
- (b) Chef Grade B
- (c) Chef Grade C
- (d) Chef Grade D
- (e) Second Grade Cook Grade A
- (f) Second Grade Cook Grade B
- (g) Second Grade Cook Grade C



- (h) Second Grade Cook Grade D
- (i) Gardener Superintendent
- (j) General Service Supervisor
- (k) Food Services Supervisor
- (l) Clerical Worker Grade A
- (m) Personal Care Coordinator/Supervisor
- (n) Technical, Therapy and Personal Care Supervisor

101.3 The percentage In-charge Allowance is calculated on the base rate payable to the employee pursuant to **clause 4 of Schedule E**.

101.4 The In-Charge Allowance shall be additional to any other allowance to which the employee is entitled under this Agreement.

## 102. TRAVELLING ALLOWANCES

102.1 When an employee is travelling whilst on duty, if the employer cannot provide the appropriate transport, all reasonably incurred expenses in respect of fares, meals and accommodation will be met by the employer on production of receipted accounts, or other evidence acceptable to the employer.

102.2 An employee shall not be entitled to reimbursement for work-related travelling expenses that exceed the mode of transport, meals or the standard of accommodation agreed for the purpose with the employer.

102.3 Where an employer requires an employee to use their own motor vehicle in the performance of their duties, such employee shall be paid the per kilometre vehicle allowances pursuant to **clause 4 of Schedule E**.

## 103. BADGE ALLOWANCE – DENTAL NURSES

*This clause will cease to have effect from FFPPOA 1 October 2018*

103.1 A Dental Nurse who:

- (a) holds the Royal Dental Hospital of Melbourne Certificate, having passed the examinations carried out by the Royal Dental Hospital of Melbourne following two years' clinical training; or
- (b) holds the Australian Dental Association (Victorian Branch) Accredited Dental Nurses Certificate, having passed the examinations carried out by the said branch and who has completed two years' clinical training;
- (c) shall receive a Badge Allowance of the amount per week specified in **Schedule E** in addition to any other payment prescribed in this Agreement.
- (d) From FFPPOA 1 October 2018, Dental Nurse translated to the Dental Assistant structure will not receive an entitlement under this clause.

**104. SLEEPOVER (CO HEALTH AND LOW CARE AGED CARE FACILITIES ONLY)**

104.1 Where an employer requires an employee to sleepover on the employer's premises for a period outside the employee's normal rostered hours of duty, the following arrangements shall apply:

- (a) The employee shall be entitled to a sleepover allowance pursuant to **clause 4 of Schedule E**.
- (b) This sleepover allowance shall be deemed to provide compensation for the sleepover and also includes compensation for all work necessarily undertaken by an employee up to a total of one hour's duration.
- (c) Any work necessarily performed during a sleepover period by the employee in excess of a total of one hour's duration shall be paid at the rate of time and one half for the first two hours and double time thereafter, such payment is not to extend beyond the period of the sleepover.
- (d) If, during the sleepover, the employee is called for active duty four or more times, the entire period of the sleepover shall be treated as active duty and appropriate payments shall be paid (i.e. ordinary time for the duration of the sleepover in addition to the appropriate shift penalty).
- (e) Any time worked under this clause shall not be taken into account for the purposes of entitlements to overtime or time free of duty in a roster or work cycle.
- (f) No sleepover shall commence prior to 10.00pm.
- (g) No employee shall be engaged to perform sleepover duty only (i.e. there must be a period of active duty either before or after the period of sleepover of no less than two hours duration).

104.2 Employees who work sleepover shall be entitled to annual leave, sick leave and long service leave entitlements inclusive of the sleepover payment. The method for calculating entitlements where an employee works a sleepover will be as follows:

- (a) an employee is entitled to payment of an amount equal to the weekly average of sleepover payments received (averaged over the preceding 12 month accrual period) for each week of annual leave accrued; and
- (b) in addition, the average active hours of duty during the sleepover period (averaged over the preceding 12 month accrual period) shall be taken into account for accrued annual leave, sick leave and long service leave.

104.3 Where practicable, employees shall only be rostered to sleepover alongside other staff who are rostered for active (stand up) shift duties.

**104.4 Minimum Standards**

- (a) Where an employee is required to sleepover during the course of his/her employment, the employer shall, free of cost to the employee:

- (i) ensure the provision of healthy accommodation, including a separate bedroom that is available for the exclusive use of employees. Where practicable, single bedrooms will be provided. In no case shall more than two employees be required to occupy the same bedroom;
- (ii) provide, at some reasonably convenient place, a bathroom or shower room; and
- (iii) provide linen, cutlery, crockery and blankets for the use of the employee on the premises.

#### 105. TRAINEES

105.1 A trainee who performs work in classifications covered by this agreement shall be employed in accordance with the principles outlined in the Memorandum of Understanding (MOU) between the Government of Victoria and the Victorian Trades Hall Council regarding the Government Youth Employment Scheme (now known as the Victoria works for young people program).

105.2 All trainees and apprentices will be engaged under an appropriate state or federal traineeship scheme and paid no less than the rates contained in **Schedule E – National Training Wage of the *Miscellaneous Award 2010***

#### 106. JUNIORS, TRAINEES AND APPRENTICES

##### 106.1 **Apprentice conditions of employment**

- (a) All training fees charged for prescribed courses and other reasonable ancillary training expenses (including the cost of prescribed textbooks), which are paid by an apprentice, will be reimbursed by the Employer on production of receipts, unless there is unsatisfactory progress.
- (b) An Employer may meet its obligations by paying any fees and/or cost of textbooks directly to the training provider.
- (c) An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment associated with their training contract. For the purpose of the agreement, time spent attending training and assessment will be considered as time worked.
- (d) No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at training consistent with their training contract.

##### 106.2 **Adult Apprentices**

- (a) The rate of pay for an adult apprentices in the first year of their apprenticeship 80% of the Trade Cook rate (Wage Skill Group 7) and in the second and subsequent years of their apprenticeship, the rate at Wage Skill Group 1 or the

rate prescribed for an Apprentice Cook for the relevant year of the apprenticeship, whichever is the greater.

- (b) Where an adult apprentice was an Employee for a period of at least six months immediately prior to becoming an apprentice, they will not suffer a reduction in their base rate of pay on entering into the training agreement.

106.3 **Junior Employees (Excluding Junior Assistant Gardeners)**

- (a) Junior employees (other than junior Assistant Gardeners) shall be paid a percentage of the appropriate rate pursuant to **clause 4 of Schedule E** for their classification as follows:

Year of experience:	% Rate
First year of experience	70%
Second year of experience	80%
Third year of experience	90%
Fourth year of experience, or at age 20, whichever occurs first	100%

106.4 **Junior Assistant Gardeners**

- (a) Junior Assistant Gardeners shall be paid a percentage of the “Assistant Gardener” rate pursuant to **clause 4 of Schedule E** as follows:

Year of experience:	% Rate
First year of experience	70%
Second year of experience	80%
Third year of experience	90%
Fourth year of experience, or at age 19, whichever occurs first	100%

106.5 **Apprentice Cooks**

- (a) Apprentice Cooks shall be paid a percentage of the “Trade Cook” rate pursuant to **clause 4 of Schedule E** as follows:

Year of experience:	% Rate
First year of experience	55%
Second year of experience	65%
Third year of experience	80%
Fourth year of experience	95%

**107. DEDUCTION FOR BOARD AND LODGING**

- 107.1 Where the employer provides board and lodging, the wage rates prescribed in **clause 4 of Schedule E** shall be reduced by the following amounts:

Type of employee	Amount
Employees receiving full adult rate of pay	\$19.16
Juniors and trainees	\$ 8.94

And, except where the employee buys his or her meals at ruling cafeteria rates, by an additional amount of \$12.59.

**108. OCCUPATIONAL HEALTH AND SAFETY**

- 108.1 The parties to this Agreement are committed to a pro-active approach in the prevention and management of workplace injuries amongst Employees, and to the achievement of a reduction in workplace injuries through the implementation of risk management systems incorporating hazard identification, risk assessment and control, and safe work practices. The Employer will implement the hierarchy of controls to control hazards, and will eliminate the hazard at the source wherever practicable.

- 108.2 The parties are committed to the observance of safe working practices, the correct use of all personal safety equipment and to the safety and good health of all Employees.

- 108.3 The provisions of this clause shall be read and interpreted in conjunction with the *Occupational Health and Safety Act 2004* (Victoria) as varied from time to time and the *Accident Compensation Act 1985* (Victoria) as varied from time to time, provided that where there is any inconsistency between a provision of this agreement and the aforementioned Victorian Acts, the Victorian Acts shall prevail to the extent of any inconsistency.

- 108.4 The parties to this Agreement recognise that consultation with Employees and their representatives is crucial to achieving a healthy and safe work environment for health and allied services Employees. To this end, the parties to this Agreement recognises that Employers and Employees must cooperate to control and manage health and safety hazards in the workplace. Hazards include, but are not exclusive to:

- (a) manual handling;
- (b) blood borne and other infectious diseases;
- (c) needle stick injuries;
- (d) violence and aggression;
- (e) hazardous substances; and

(f) security.

108.5 The Employers are committed, in consultation with the Union, to the development and maintenance of appropriate practices and protocols for Employees working in extreme heat, consistent with the duty of care provided for in the OHS Act.

108.6 The parties agree that the Union shall negotiate Designated Work Groups and conduct elections for Health and Safety Representatives in accordance with the provisions of the *Occupational Health & Safety Act 2004*.

108.7 **Designated Work Groups**

(a) Where HWU members constitute the majority of the workforce within a designated work group, the Employer shall maintain a system of agreed designated work groups (DWGs) with the Union.

(b) The Employer shall consult with Employees in relation to the establishment variation of designated work groups and, where an employee requests, the HWU.

(c) In determining the composition of DWGs, the following considerations shall, where practicable, be taken into account:

(i) the specific needs, conditions and hazards affecting Employees in the area(s) concerned;

(ii) the working arrangements, including shiftwork, of employees in the area(s) concerned;

(iii) the accessibility of health and safety representatives to employees in the area(s) concerned; and

(iv) the geographical layout of the workplace.

108.8 **Health and Safety Representative Election Process**

(a) The method of conducting the election shall be determined in consultation with the Employer and Employees of the DWG concerned. Where the majority of Employees of a DWG are members of the HWU, the HWU shall, where requested by the staff, conduct the election.

108.9 **Health and Safety Representative Training**

(a) When attending an approved course, health and safety representatives shall be paid their normal/expected earnings during course attendance, including pay entitlements relating to shift work, regular overtime, higher duties, allowances or penalty rates that would have applied had the health and safety representative been at work.

(b) Where health and safety representatives attend an approved course outside their normal working hours, they shall be paid as if they had been at work for the relevant time, including the relevant overtime rates, higher rates, allowances or penalty rates. This might apply when a health and safety representative:

- (i) normally works two days a week attends a block five-day course;
  - (ii) has a rostered day off during the course; and
  - (iii) has a shift that does not overlap, or overlaps only marginally, with the course's hours.
- (c) Rosters or shifts shall be altered where necessary to ensure that health and safety representatives are not exposed to extra risks from fatigue due to working extended hours or shiftwork while attending a training course.
- (d) The Employer shall pay course fees for selected approved courses.
- (e) Health and safety representatives shall have the right to choose which course to attend, provided it is an approved course.
- (f) The Employer shall provide such information, instruction and training to all Employees employed by the Employer, as is required to enable them to perform work in a manner, which is safe and minimises risks to health. Information, education and training shall be provided on a regular basis as is required to enable Employees to remain informed in relation to health and safety hazards, policies and procedures.

**108.10 Reporting Incidents, Accident Investigation and Prevention:**

- (a) The Employer shall encourage early reporting of incidents by Employees and ensure that Employees who report incidents are appropriately supported.
- (b) Following an incident or injury affecting staff, the Employer shall take appropriate action to prevent further injury to staff, including conducting a worksite assessment where practicable and implementing workplace modifications to ensure a healthy and safe work environment for staff.
- (c) The Employer shall provide information, instruction and training to Employees and management staff regarding the importance of early reporting, procedures regarding incident reporting and how this feeds into accident investigation and prevention.

**108.11 Workers Compensation, Rehabilitation and Return to Work**

- (a) The Employer is committed to the principles of early intervention such as to facilitate the effective occupational rehabilitation of Employees.
- (b) The Employer shall appoint a Return to Work Coordinator who shall have sufficient knowledge of occupational rehabilitation legislation, regulations and guidelines to undertake the task.
- (c) Employees shall have the right to have a union representative present at any interview arranged by their Employer regarding their return to work or rehabilitation, including monitoring or review of their return to work program. When arranging such interviews, the Employer shall advise the Employee that he/she may have a union representative present. The Employer shall where practicable provide to the Employee at least 7 days notice of such interviews occurring.

- (d) The Employer shall not seek to change the Employee's duties, hours or other aspects of the Employee's employment or return to work plan without consulting with the Employee. A representative of the HWU may be involved in any negotiations or discussions regarding any such proposed changes, at the request of the Employee.
- (e) The Employer or insurer may pay for any re-training or re-education, which is required to assist the Employee to remain at work or return to work in suitable employment in accordance with guidelines issued by the Victorian WorkCover Authority to its agents. Approval for such re-training or re-education may be requested by the Employee, his/her treating practitioner, or any other Victorian WorkCover Authority approved service provider, individual or agency, on behalf of the Employee.
- (f) Where it has been established that an Employee has a permanent injury or condition which prevents them returning to their pre-injury employment, the Employer shall ensure that the Employee is advised of all vacancies as they become available.
- (g) At the request of the Employee, the Employer shall notify the HWU before any action is taken to terminate, permanently redeploy, permanently relocate or otherwise permanently change the employment status of an injured Employee, and shall consult with the HWU, the Employee, the rehabilitation provider, and the treating doctor, to determine all possible options for rehabilitation, return to work, including vocational assessment, retraining and re-education, prior to such action being taken.

**109. Transition of Dental Nurses to Dental Assistant classifications**

- 109.1 From FFPPOA 1 October 2018, Employees engaged as Dental Nurses will translate to the Dental Assistant Structure under this Agreement as follows:



Current classification	New classification grade	New level / pay point
Dental Nurse Level 1 (Trainee)	<i>New classification</i> Dental Assistant Trainee	<i>New pay point</i> (equivalent to the amount for Dental Nurse Level 1 Trainee immediately prior to translation plus adjustment for 1 October 2018 increase)
Dental Nurse Level 2	Dental Assistant Grade 1	1.1
Dental Nurse Level 3	Dental Assistant Grade 2	2.1
Dental Nurse Level 4	Dental Assistant Grade 2	2.2
Dental Nurse Level 5	Dental Assistant Grade 2	2.3
Dental Nurse Level 6	Dental Assistant Grade 2	2.4

109.2 The translation of Dental Nurses to the Dental Assistant Structure will not operate to reduce the remuneration ordinarily received by employees.

109.3 An employee translated to the Dental Assistant structure will receive conditions of employment provided in **Part 11**, in addition to the conditions of employment and entitlements provided in **Part 10**.

## **PART 11 – CONDITIONS OF EMPLOYMENT SPECIFIC TO DENTAL ASSISTANTS ONLY**

### **110. APPLICATION**

110.1 This **Part 11** applies only to all Dental Assistants who are classified under **Schedule D** of this Agreement.

### **111. CLINICAL SERVICES ENHANCEMENT/ JOB ROTATION**

111.1 In order to achieve (or maximise) clinical delivery outcomes and priorities, an employee shall be available to transfer through all clinical areas as determined by operations/department/unit managers/clinical coordinators.

111.2 A Dental Assistant may be rotated for the purpose of clinical skill enhancement, training in clinical and related procedures and personal career development.

111.3 By mutual agreement, a Dental Assistant may be rotated for the purpose of targeting resources to rural regions of greatest need. Reimbursement of expenses, excess travelling time and/or cents per kilometre (as per the employer's policy) shall, if applicable, apply to such rotations.

## **112. ROSTERS**

- 112.1 Roster changes will be made with at least 14 days notice, save for operational emergency situations.

## **113. MAKE UP TIME**

- 113.1 An employee may, with the agreement of the employer, work make up time under which the employee takes time off during ordinary hours and works those hours at ordinary time rate at a later, mutually agreed time or times.
- 113.2 Any agreement on make up time shall be in writing and retained on the employee's personal file.

## **114. SUMMER TIME (DAYLIGHT SAVINGS)**

- 114.1 When summer time is introduced through legislation, and is prescribed as being in advance of the standard time, the length of any shift:
- 114.2 commencing before the time prescribed pursuant to the relevant legislation for the commencement of a summer time period; and
- 114.3 commencing on or before the time prescribed pursuant to the relevant legislation for the termination of a summer time period;
- 114.4 shall be the number of hours which are the difference between the times recorded by the clock at the beginning and end of the shift.
- 114.5 The expressions **standard time** and **summer time** are defined within the *Summer Time Act 1972*, as amended or as substituted.

## **115. CHRISTMAS/ NEW YEAR CLOSURE**

- 115.1 Where the employer closes one or more of its operations over the Christmas/New Year period and provided not less than 4 weeks' notice in writing to affected employees, such employees will be afforded the option of utilising Annual Leave, Time in Lieu, Accrued Days Off for the period of closure or, in the event of insufficient credits, leave without pay.

## **116. REIMBURSEMENT OF EXPENSES**

- 116.1 Authorised work-related expenses incurred by an employee shall be reimbursed in accordance with the employer's Reimbursement of Expenses policy, as varied from time to time.

## **117. OVERPAYMENT OF WAGES**

- 117.1 In the event of overpayment of wages, the employer may recover by instalments up to 10% of gross salary until the overpayment has been recovered.

117.2 Prior to recovery of an overpayment of wages, the employer will discuss the time period for recovery with the employee.

**118. STAFFING FLEXIBILITY**

118.1 The employer may direct an employee to carry out duties that are incidental and peripheral to the work normally performed, where those duties are within the employee's skill, competence and training and are consistent with the classification structure in **Schedule D**.

118.2 The parties recognise the optimum staffing arrangement is for a Dental Assistant to work with a dedicated Dental Therapist whilst performing clinical duties. The employer will continue to work towards implementing the optimum staffing arrangement.

118.3 There will be circumstances (for example short term unplanned absences) that necessitate a Dental Assistant working temporarily in a two-Dental Therapist-to-one-Dental Assistant staffing configuration. In such circumstances, employees shall be flexible in relation to staffing arrangements.

**119. PERFORMANCE MANAGEMENT**

119.1 The employer applies a Performance Management Process in respect of full time and regular part time employees.

119.2 The employer and employees are committed to improved productivity, workplace skills, and effectiveness and employee motivation. To this end, Dental Assistants employed under this Agreement agree to participate in the employer's performance management system. This includes, but is not limited to, the use of work performance plans.

**120. WORK RELATED TRAVEL**

**120.1 Use of Own Vehicle**

(a) In accordance with the employer's *Reimbursement of Expenses policy*, as varied from time to time, where an employee is required to work at a location that involves travel using their own motor vehicle, and such travel is in excess of their nominated daily threshold, they will be entitled to claim travel expenses for the distance travelled in excess of the threshold.

(b) The daily threshold for all employees is 40 kilometres, with the exception of those employees who reside more than 20 kilometres from their designated base work location. In these circumstances, the threshold is the distance from home to that base work location and return.

(c) In addition to **120.2(a)** and **120.2(b)** above, where an employee is required to travel from one work location to another throughout the day, using their own motor vehicle, the distance is fully claimable.

- (d) The vehicle allowances payable per kilometre for work-related travel over the life of the agreement are set out in **Schedule E**.

**120.2 Travel to Distant Location**

- (a) Employees will be compensated for excess travel to a distant location for work purposes (including for white chair examinations, special deliveries and collection of stores) in accordance with the employer's Reimbursement of Expenses policy, as varied from time to time.
- (b) Where an employee is required to travel to a location that is distant from their nominated place of work, and such travel involves more than 30 minutes in excess of their normal travel from home to a nominated place of duty, and more than 30 minutes travel in excess of their normal travel from their nominated place of duty home, the employee will be compensated for the excess travel time by:
  - (i) payment of overtime; or
  - (ii) time off in lieu of overtime payment.

**121. HOURS OF WORK AND ACCRUED DAYS OFF**

121.1 By mutual agreement, the hours of work for a full-time employee may be worked:

- (a) in a week of 4 days of not more than 10 hours each day; or
- (b) in a fortnight of 76 hours in 8 days of not more than 10 hours each day.

121.2 Accrued days off shall be taken by mutual agreement at a time that is least disruptive to service delivery. For example, in Community Care, ADOs may need to be taken at the same time as a Dental Therapist.

121.3 Over a 12-month period an employee may take up to a maximum of six ADOs on a Monday or a Friday.

121.4 Accrued days off will be taken as they accrue, provided that in exceptional circumstances an employee may bank up to a maximum of 3 ADOs.

121.5 Notwithstanding anything elsewhere in this clause, employees may bank up to 10 ADOs for the sole purpose of using the accrued days off during the Christmas/New Year closure period.

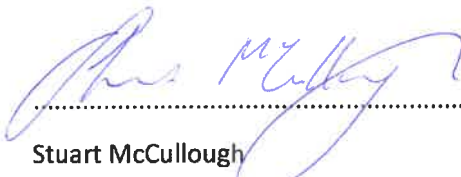
122. SIGNATORIES

Executed as an agreement.

Executed by the Victorian Hospitals' )  
Industrial Association by its duly )  
appointed officer on behalf of the )  
Employers listed in Schedule A in the )  
presence of: )  
)

  
.....  
Witness

DANIEL PULLIN  
.....  
Name of Witness (print)

  
.....  
Stuart McCullough  
Chief Executive Officer  
88 Maribyrnong Street  
Footscray Vic 3011

21/02/2019  
Date: .....

Executed by the Health Services Union )  
Victoria No. 1 Branch by its duly )  
appointed officer in the presence of: )  
)

.....  
Witness

.....  
Name of Witness (print)

.....  
Name: \_\_\_\_\_  
Health Services Union Victoria No. 1  
Branch  
Level 5, 222 Kings Way  
South Melbourne Vic 3205

.....  
Date: .....

122. SIGNATORIES

Executed as an agreement.

Executed by the Victorian Hospitals' )  
Industrial Association by its duly )  
appointed officer on behalf of the )  
Employers listed in Schedule A in the )  
presence of: )  
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Witness

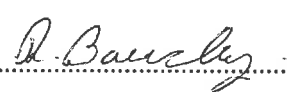
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Name of Witness (print)

Date: .....

Executed by the Health Services Union )  
Victoria No. 1 Branch by its duly )  
appointed officer in the presence of: )  
)

  
.....  
Witness

  
.....  
Name: R. BARCLAY  
Health Services Union Victoria No. 1  
Branch  
Level 5, 222 Kings Way  
South Melbourne Vic 3205

SCOTT CRAWFORD  
.....  
Name of Witness (print)

Date: 18-2-2014 .....

5/222 KINGS WAY  
SOUTH MELBOURNE VIC 3205

## **SCHEDULE A – EMPLOYERS COVERED**

- 1) Ballarat Community Health Centre
- 2) Banyule Community Health Service
- 3) Bellarine Community Health Inc
- 4) Bendigo Community Health Services
- 5) Connect Health & Community (formerly Bentleigh Bayside Community Health Services)
- 6) Castlemaine District Community Health Centre
- 7) Central Bayside Community Health Service
- 8) Cobaw Community Health Service
- 9) DPV Health (merged with Plenty Valley Community Health Services Inc was Dianella Community Health Inc)
- 10) Cohealth (formerly known as Doutta Galla Community Health Service and North Yarra Community Health Inc and Western Region Health Centre)
- 11) Gateway Community Health Service (formerly Upper Hume Community Health Service and Ovens & King Community Health )
- 12) Gippsland Lakes Community Health
- 13) Grampians Community Health Centre
- 14) Eastern Access Community Health (EACH)
- 15) Access Community Health (formerly Inner East Community Health Service and Manningham Community Health Service)
- 16) Star Health (formerly Inner South Community Health Service)
- 17) Inspiro Health
- 18) IPC Health (formerly Isis Primary Care Inc)
- 19) Latrobe Community Health Service
- 20) Link Health and Community (formerly known as Monashlink Community Health Service)
- 21) Nexus Primary Health
- 22) North Richmond Community Health Centre
- 23) Northern District Community Health Service
- 24) Primary Care Connect
- 25) Sunbury Community Health Centre
- 26) Sunraysia Community Health Centre
- 27) Your Community Health (Darebin Health Service)
- 28) Nillumbik Community Health Service Ltd

## **SCHEDULE B – MANAGEMENT AND ADMINISTRATIVE OFFICERS CLASSIFICATION STRUCTURE**

1. This classification structure shall be commonly known as the *Victorian Public Health Sector Classification System*.
2. This classification structure does not apply to positions that are covered by Government Sector Executive Remuneration Policy. Chief Executive Officer and Senior Executive classifications are included in the classification system to demonstrate potential career paths available within the Victorian public health sector.
3. **GRADE 1**

### **3.1 Description**

- (a) Positions at the Grade 1 level are regarded as base grade administrators or operators within a defined activity.

### **3.2 Work Level Standard**

- (a) Grade 1 level positions require knowledge associated with several years experience or technical training. They require performance of related tasks within a defined area of activity which have clearly defined objectives. They require the ability to obtain cooperation to comply with technical and administrative arrangements, or to provide information and advice to members of the public consistent with organisational guidelines.
- (b) There are established procedures for performing tasks. Positions are well defined, with standardised procedures, although the tasks performed may require the use of a number of accepted methods or systems. The most suitable course of action is selected from a limited range and effective choice is guided by precedent or rule and can be learned.
- (c) The positions' progress is closely monitored against standards, targets or budgets, though there is limited flexibility in the means of achieving these. The positions report frequently on work progress and/or receive instructions which determine the work program and the standards to be achieved. The positions are required to analyse situations or information, clearly and accurately communicate information, or make recommendations to peers or immediate supervisors.

### **3.3 Typical Role/Duties**

- (a) Prepare statistical reports and summaries and monitor and check accuracy of reports;
- (b) Monitor daily billings and collections by cashiers and banking;
- (c) Process standard claim forms, ensuring that all legislated procedural requirements are met;
- (d) Train new employees in basic clerical or administrative functions;
- (e) Follow progress of invoices, orders or payments to ensure action occurs as specified in these documents;



- (f) Undertake enquiries related to work area; for example the availability of ordered stock, the best available price for ordered items, overdue accounts;
- (g) Maintain accurate and effective filing systems;
- (h) Communicate with external organisations such as health insurance funds, Accident Compensation Commission, Veterans' Affairs, and WorkCover claims administration agents regarding payment of accounts;
- (i) Prepare minutes and agendas, and coordinate meeting dates for committee meetings.

#### **4. GRADE 2**

##### **4.1 Description**

- (a) Positions at this level are regarded as supervisory positions coordinating a small work group; or
- (b) as an entry level specialist role within a particular technical or professional area; or
- (c) experienced operators within a specific activity.

##### **4.2 Work Level Standard**

- (a) Undertaking Certificate/Diploma level in accordance with the Australian Quality Training Framework or equivalent. Grade 2 positions require technical/administrative training with several years' experience, or equivalent work experience. They require supervisory or technical leadership within one or two activities which have well defined objectives. Good persuasive skills are required to obtain cooperation in the achievement of objectives or for the communication of technical or administrative information.
- (b) Positions are clearly defined and procedures established and standardised, however there is a range of varied techniques and methods available to perform work. Election of the most suitable courses of action is aided by rules, guides, procedures or precedent.
- (c) Although the positions' work progress is closely monitored against standard, budgets or targets, there is some flexibility in the means for achieving these. The positions generally report frequently on progress and performance. Supervisory positions may share accountability for actions or decisions with peers or line management, while technical or professional specialists are one of a number of sources which analyse and provide advice or a specialised service.

##### **4.3 Typical Role/Duties**

- (a) Supervise the day to day activities of a small group of staff (relative to the size of the organisation) within a specified function (e.g. payroll, patient accounts);
- (b) Liaise with immediate supervisor and middle management level positions to seek and provide information;
- (c) Establish and maintain appropriate work patterns and procedures for the function supervised;

- (d) Administer the function to ensure current policy and procedures are understood and adhered to;
- (e) Prepare reports for use by management;
- (f) Liaise and consult with external agencies (e.g. Medicare, Health Insurance Funds, Transport Accident Commission, WorkCover) with regard to routine transactions;
- (g) Liaise with patients/clients to obtain information and discuss problems in relation to routine transactions;
- (h) Liaise with suppliers for the routine purchase and delivery of health service supplies.

## **5. GRADE 3**

### **5.1 Description**

- (a) Positions at this level are regarded as senior supervisory positions overseeing a small to medium sized work group (relative to the size of the health service); or
- (b) a specialist role within a particular technical or professional position; or
- (c) administrators responsible for a specified activity recognised across the health service.

### **5.2 Work Level Standard**

- (a) Positions require proficiency in the use of established technical or administrative processes through a number of years experience in the field or a qualified tertiary graduate. They demonstrate supervisory or technical leadership for a distinct activity which may need to be coordinated with other activities. Positions require the ability to obtain co-operation and assistance in the administration of well defined activities and/or to influence others in the achievement of set objectives.
- (b) The broad parameters of the position are clearly defined, although judgement may be required to select from a range of standardised systems or techniques. Precedent or standard procedures or instructions generally exist for most work situations and policy guidelines may assist in the selection of the most suitable course of action.
- (c) Supervisory positions independently organise and oversee the day-to-day activities of subordinate staff within clearly defined standards, budgets and time frames. Specialist positions provide sound technical advice to peers, and to more senior positions. All positions are responsible for recommending or accepting particular actions.

### **5.3 Typical Role/Duties**

- (a) Recruit and select permanent and temporary staff for general positions;
- (b) Coordinate and submit consolidated reports;

- (c) Implement controls and systems to ensure resources are fully utilised and health service policies are implemented;
- (d) Develop and present training programs;
- (e) Liaise with senior staff to obtain and present information;
- (f) Allocate and control staff and resources to ensure activities of the work area are carried out efficiently and effectively;
- (g) Monitor safe work practices and security standards to maintain a safe and secure environment;
- (h) Assist staff with problems, and recommend action to be taken.

## **6. GRADE 4**

### **6.1 Description**

- (a) Positions at this level are regarded as middle management in control of a medium workforce; or
- (b) administrators managing a function, or an experienced specialist role within a particular technical or professional discipline.

### **6.2 Work Level Standard**

- (a) Positions require proficiency in the use of broad technical or administrative processes through a number of years of experience in the field or to be a tertiary graduate with a number of years experience in the field. They require understanding and/or leadership across an activity, which may need coordination with other activities. Considerable persuasive skills are required for successful adoption of operational schedules and to gain cooperation of the workforce.
- (b) The broad parameters of the job are well known but are often diverse and require judgement in selecting the appropriate action. Problems are generally manageable and solutions guided by precedent and practice.
- (c) Management positions are accountable for the scheduling and implementation of major work programs within defined budgets and policy guidelines. Specialist jobs provide authoritative advice to peers and more senior positions in the discipline. As such all positions are predominantly responsible for the action undertaken.

### **6.3 Typical Role/Duties**

- (a) Provide advice on techniques and procedures for occupational health and safety matters (including infection control);
- (b) Undertake quality and risk management programs to ensure the achievement of required standards;
- (c) Develop rosters for the cleaning of all wards and presentation of gardens involving up to 100 staff;

- (d) Prepare reports on service delivery development and undertake special projects for the health service and Department of Human Services/Department of Health;
- (e) Review the staff profile and adjust where necessary to maintain the integrity of reports and the internal staff profile, advise on funding available for staffing requirements;
- (f) Oversee and contribute to the formulation, implementation and ongoing review of staff induction and training programs;
- (g) Collaborate with senior management, Medical Officers, injured employees, unions and rehabilitation providers to devise, plan and implement rehabilitation programs;
- (h) Review existing computer software effectiveness with a view to enhancing its functionality and develop software to meet new requirements; (to be re-visited)
- (i) Prepare and interpret financial budgets, annual returns and comparative monthly statements.

## **7. GRADE 5**

### **7.1 Description**

- (a) Positions at this level are senior managers, professionals and specialists who are generally responsible for a significant operational area, function or department within a division or health care services unit; or
- (b) multi-function manager of smaller health services providing a range of services across the agency.

### **7.2 Work Level Standard**

- (a) A high degree of proficiency in the use of technical or administration processes through extensive experience would be typical at this level along with appropriate qualifications. Understanding and leadership across a number of activities within the major program require considerable coordination skills. It also requires persuasive ability to gain the commitment of peers and subordinates in the identification of action plans and managing progress where there are competing activities.
- (b) Although work assignments apply familiar techniques and methods, there is also a requirement to recommend the modification or adaptation of techniques and methods that impact upon other areas of the agency. These activities require the detailed analysis of the major alternatives, including cost impact and implications for implementation prior to the presentation of well thought through action plans.
- (c) Considerable latitude is provided to senior managers in the design of work programs, independent allocation of resources and control over budgets. Nonetheless, the position operates within the constraints of agency policy/procedure, Department of Human Services/Department of Health

guidelines and professional standards. These positions are held accountable for significant projects or functions which involve a major requirement to make things happen, consistent with the established standards.

### **7.3 Typical Role/Duties**

- (a) Plan operating budgets and resource requirements to accommodate expanded facilities and services;
- (b) Investigate the supply needs of the organisation/s leading to the development of purchasing and inventory control programs required to achieve cost effective delivery schedule;
- (c) Inspect suppliers, manufacturing and wholesale operations to ensure the achievement of minimum standards of hygiene, product quality, distribution and storage standards;
- (d) Develop menus, oversee food preparation and presentation and manage food supply within budget limits for a medium health service;
- (e) Manage a range of services within a small health service covering patient services, finance, personnel, gardening, building maintenance and community relations;
- (f) Establish, manage and oversee consultative mechanisms and advise health service management on developing industrial and employee-related issues;
- (g) Represent and advocate on behalf of the health service at industrial relations tribunals and in labour negotiations;
- (h) Conduct programmed audits into operational and financial procedures and the safeguarding of assets;
- (i) Determine the performance of organisational units in the health service in respect of their financial planning, and control activities in compliance with management instructions, statements of policy and procedures, high standards of administrative practice and health service objectives.

## **8. GRADE 6**

### **8.1 Description**

- (a) Positions at this level are senior managers of large divisions; or
- (b) expert managers of complex/advanced functions with agency-wide application; or
- (c) executives of smaller or district health services providing a range of services across the agency; or
- (d) senior managers of a number of varied functions across the health service.

### **8.2 Work Level Standard**

- (a) At this level, positions require specialised knowledge resulting from years of experience in health service management. Appropriate tertiary qualifications are typically required at this level. The knowledge required spans several

disciplines and there is a requirement for integration of a range of associated operations as part of a major program delivery. There is a requirement for persuading others to adopt a particular course of action where there are competing objectives and priorities plus a variety of outcomes.

- (b) Standard systems, methods and procedures are determined by positions at this level for adherence across a health service or group of specialised health care services. This requires extensive analytical skills in interpreting service needs, general guidelines, local conditions and the achievability of the desired results.
- (c) Management positions typically follow operating precedent and procedure but there is latitude in the emphasis given across a range of projects or services. Similarly, positions have a role in the development of business plans, new operation targets and the apportionment of total resources, but there are others who are predominantly responsible for the determination of these aspects. Technical/professional positions are regarded by professional peers as expert in the disciplines covering a complete function where the advice rendered would only be challenged by other experts. In all cases, the position is held accountable for the integrity of the service/project/advice and the achievement of significant standards of performance benefiting the entire agency.

### **8.3 Typical Role/Duties**

- (a) Prepare economic and demographic forecasts as part of an overall planning process to determine the future growth and services of the health service;
- (b) Develop financial control systems, budget guidelines and reporting mechanisms so that the health service Executive and Board have a complete understanding of the financial viability, efficiency and future options for resource management;
- (c) Direct and control a range of technical and engineering services covering plant, building and grounds maintenance, capital and minor works, plant and equipment assessment, energy management, and reticulation of electricity, water, gases;
- (d) Direct and control a significant service function in a medium to large health service, determining staffing, training, supply and expenditure needs for the division;
- (e) Oversee and direct the provision of a comprehensive patient food service, as well as an extensive non-patient service through varied on-site food service outlets, including staff cafeteria, coffee shop, bistro/snack bar;
- (f) Advise and counsel management and senior staff on human resource issues, such as disciplinary matters, the identification of new work practices to reduce budget overruns, consultative strategies, training needs and management obligations.

## **9. GRADE 7**

### **9.1 Description**

- (a) Positions at this level are executives of small health services administered with the assistance of a central or regional organisation; or
- (b) the executive managing a number of smaller health services annexed to a medium to large regional health service; or
- (c) manager in charge of a principal division/department of a medium to large health service.

## 9.2 Work Level Standard

- (a) At this level, the emphasis is on the management of a range of service support activities or the management of a major division in a medium sized health service. Appropriate tertiary qualifications are typically required at this level. Activities would embrace the planning, organising, directing and controlling of subordinate staff that in turn have specific technical responsibilities. This requires leadership to gain full integration of support activities affecting the total health service. Positions would require a specialised knowledge resulting from years of experience in administration and management as well as in their field of expertise.
- (b) Operating policy and standards to be applied across the health service are established by positions at this level. A good understanding of the health system is required for the position to identify innovative solutions to complex matters affecting the whole of the service delivery.
- (c) Direction of the work program is defined in terms of results to be achieved within agreed budgets, the effectiveness of outcomes being subject to ongoing executive, Board and/or Departmental review. Principal management positions within a medium to large health service would provide advice and report to executive positions. Executive positions independently managing small health services with a high degree of delegation would be accountable for the management, administration and operation of such small health services, but would seek advice from their professional peers within a larger health service.

## 9.3 Typical Role/Duties

- (a) Direct and control a range of services within a small health services covering industrial relations, personnel, finance, accounts, patient services, buildings and grounds maintenance, plus community relations;
- (b) Prepare, manage and monitor the health service's budget including the examination of resource utilisation and redeployment of resources to areas to meet priority needs;
- (c) Monitor budget and patient throughput targets and take remedial action to ensure that each small or annexed health service meets the conditions of its *Health Service Agreement*;
- (d) Administer and control the financial management and accounting functions of the health service, resulting in guidance to management on the most efficient and effective manner in which the financial resources of the health service can be best utilised;

- (e) Provide the management of the health service with information and data that will assist in establishing short, medium and long term goals to ensure that the future planning and direction of the agency is aimed at providing an optimum level of patient and community care.

## **10. GRADE 8**

### **10.1 Description**

- (a) Typically positions at this level operate at the executive level; or
- (b) Managers in control of a substantial division/department or facility in a large health service; or
- (c) Chief Executives of small hospitals or community health centres.

### **10.2 Work level standards**

- (a) At this level, the principal emphasis is management of major and large activities embracing the planning, organising, directing and controlling of subordinate staff that in turn have managerial responsibilities. This requires leadership at both a technical and human resource level to gain maximum integration of diverse activities affecting the total health service. Negotiation with external groups on difficult and sensitive health care and service delivery issues would be a regular feature of jobs at this level.
- (b) In addition to setting the standards of service across the health service, this position is required to understand community and government needs in relation to health care. This provides the framework for positions at this level to create new services, establish new service standards or reallocate/redesign the ways in which such services are provided to the community.
- (c) Direction of the work program is defined in terms of results to be achieved within agreed budgets but with methods being suggested and seldom specified in detail. Judgements on the effectiveness of outcomes are subject to ongoing review and there is a requirement to report to other executives and the Department of Human Services/Department of Health on major issues. Within this context, it is clearly the responsible manager in the areas of delegated accountability.

### **10.3 Typical Role/Duties**

- (a) Develop and implement plans for future expansion of services and facilities to meet emerging community health needs and operating efficiency constraints;
- (b) Direct and control subordinate managers in control of environmental services, linen services, engineering and technical services, human resources, supply, catering, patient services, management information services and public relations;
- (c) Represent the health service in meetings with external professional organisations and the Department of Human Services/Department of Health in order to facilitate improved service standards and achievement of budget constraints;



- (d) Authorise statutory and other reports as required by the Department of Human Services/Department of Health in relation to service delivery standards and budget status;
- (e) Direct and control the full range of services for a small, independent health service, which may include an attached nursing home, including policy development and planning for the short and longer term development of the health services;
- (f) Control the accounting and financial reporting functions of business, investment and operational units which are conducted independently of the hospital's operating and funding arrangements;
- (g) Direct and control the management and operation of the Central Linen Service providing administrative direction, financial controls, capital replacement and development plans, as well as the determination of a cost structure for the supply of linen to metropolitan hospitals.

## **11. GRADE 9**

### **11.1 Description**

- (a) Positions at this level are Chief Executives of district hospitals or Community Health Centres or equivalent; or
- (b) An executive managing the principal functions in a major, multi-faceted, multi-campus institution.

### **11.2 Work Level Standards**

- (a) At this level, a thorough understanding of health care administration and health care issues is required in order to manage large and complex services, obtain maximum productivity from a large workforce and integrate all aspects of health care. In addition to the direct management of all administrative support functions, positions at this level are required to directly influence clinical and clinical support service delivery. Negotiations at this level occur with professional specialists and significant community representatives in regard to service delivery, facilities and resource requirements.
- (b) Because many of the issues are complex and require considerable interpretation, to the major health care issues, this position is required to develop proposals to identify the future plans for the health service and the nature of its services. Influencing factors are diverse and choice often requires a synthesis of opinions, detailed analysis of options and presentation of achievable plans. Support in the management of these issues may be provided, as appropriate, through the Chief Executive, Medical and Nursing Directors, or Executive managers, Department of Human Services/Department of Health representatives and expert consultants in specialist fields.
- (c) The achievement of results is substantially vested in this position allowing considerable autonomy in the deployment of allocated resources and management of project plans. At the same time, there is limited freedom to initiate and commit the health service to new ventures without approval from

the key stakeholders and Chief Executive/Board. Within the context of approved policy, the position can commit the organisation to major expenditure programs and can act as spokesperson in public forums.

### **11.3 Typical Role/Duties**

- (a) Undertake major special projects that substantially reshape the future health care service for a major health service;
- (b) Direct and control a comprehensive human resource function in a major or multi-faceted, multi-campus health service providing strategic advice to the Executive, and directing a range of activities including workforce planning; organisation and policy development; industrial relations; salary administration; occupational health and safety policy, training and procedures; rehabilitation and WorkCover claims management and representation; personnel administration; staff development and training; staff counselling and the selection, recruitment and termination of employees;
- (c) Manage the full range of administrative and support functions and services for a large health service, identify outcomes, resources and standards of operation and manage specific issues, to improve operating efficiency and effectiveness;
- (d) Manage an executive relationship with unions which involves the identification of issues and strategies for the consultative involvement of staff through elected representatives, as well as the negotiation of disputes which may occur from time to time;
- (e) Liaise and negotiate with Department of Human Services/Department of Health on health service-wide policy matters; including resources, health care delivery, capital works and other matters;
- (f) Direct the health service's planning activities and provide leadership and overall guidance in both the administration and operation of a district hospital;
- (g) Advise the Board of Management on matters of policy, financial planning, service needs and delivery, legal and statutory obligations and any other matters affecting the service delivery of a small-medium hospital.

## **12. GRADE 10**

### **12.1 Description**

- (a) Positions at this level are senior executives of a major health service or equivalent.

### **12.2 Work Level Standards**

- (a) At this level, positions require a full understanding of public health care issues plus health system management. The management role covers all aspects of health care provided by a major health service including funding, standards of clinical practice and clinical support service delivery and long term planning of resources and future services. Negotiations at this level require skill to persuade the CEO and the Board of Management, executive representatives of

the Department of Human Services/Department of Health and all levels of government plus community representation.

- (b) A requirement at this level is to develop short, strategic plans to meet the requirements of the local community, match Department of Human Services/Department of Health standards and ensure appropriate standards of health care delivery. In developing proposals and implementation plans, positions at this level are provided with latitude but are required to ensure that all aspects are fully explored and acceptable to the key stakeholders.
- (c) Broad operating policies are provided from the Executive and the Board and/or Department of Human Services/Department of Health along with an understood level of health care delivery for the local community. The allocation and organisation of all resources relating to principal functions are determined by positions at this level covering all aspects of the health service's activities. All executives at this level are held accountable for the achievement of the total health care delivery and service standards for the health service.

### **12.3 Typical Role/Duties**

- (a) Develop, negotiate and implement budgets covering all aspects of the health service's activities;
- (b) Set policy and procedures for the effective and efficient running of the health service and delivery of health care;
- (c) Control and manage non-clinical services within a health service, as the senior executive, providing executive support and relief to the Chief Executive, and financial advice to the Board of Management;
- (d) Develop and implement policies, programs and procedures for the health service;
- (e) Managing a principal function the operations of a medium-sized or a large regional Hospital and ensure that resources are allocated appropriately in order to achieve targets within the budget parameters.

## **13. GRADE 11**

### **13.1 Description**

- (a) Positions at this level are Chief Executives of large, regional health services or of a comparable specialist function health service OR
- (b) a senior executive of a major multifaceted, multi-campus health service.

### **13.2 Work Level Standard**

- (a) At this level, positions require a thorough knowledge and expertise in health care issues and health service management. The management role covers all aspects of health care provided by large, regional health services, including funding, standards of clinical practice and clinical support service delivery and long term planning of resources and future services, or the management of significant non-clinical operations. Negotiations at this level require skill to

persuade Boards of Management, Executive representatives of the Department of Human Services/Department of Health and government representation.

- (b) At this level, positions are likely to be required to identify major health care trends and develop strategic plans to meet the community requirements, Department of Human Services/Department of Health standards and ensure appropriate standards of health care delivery. The management plans and health service delivery standards developed by this job would be regarded by peers and health care experts as innovative and applicable throughout the health industry.
- (c) CEO positions at this level manage large health services, and are accountable for the full range of operations. The Board and/or the Department of Human Services/Department of Health provide broad operating policies, and positions would exercise judgement to achieve planned results.
- (d) Senior executives would operate with considerable flexibility and autonomy in the determination of strategies, budget allocation and major projects undertaken according to Board delegations.

### **13.3 Typical Role/Duties**

- (a) Develop, negotiate and implement budgets covering all aspects of the health service's activities.
- (b) Direct and control the delivery and provision of health care services which may include providing primary and secondary care and administrative support to other health services.
- (c) Initiate, develop and implement plans, policies and procedures designed to achieve high quality health and patient care.
- (d) Develop short, medium and long term capital, resource and service delivery development plans and direction.
- (e) Negotiate the Health Service's Funding Agreement with the Department of Human Services/Department of Health.

## **14. GRADE 12**

### **14.1 Description**

- (a) Positions at this level are Chief Executives of large health services that typically consist of a number of sites or a comparable specialist health service.

### **14.2 Work Level Standard**

- (a) At this level, positions require substantial knowledge and expertise in local and state-wide public health care issues and health service management. The management role covers all aspects of health care provided by major health services including funding, standards of clinical service delivery and long term planning of resources and future services. Negotiations at this level require skill to persuade Boards of Management, Executive representatives and Department of Human Services/Department of Health and government representation.

- (b) At this level, positions are required to anticipate research and identify major health care trends and develop short and long term plans. Considerable judgement is required to ensure that all aspects of these plans and new services meet all the requirements of all stakeholders. As a result of initiatives undertaken by jobs at this level, it would be expected that programs could be adopted at other health services and substantially improve the standard of health care in the whole community.
- (c) The position is accountable for total health care service, cost effective delivery and implementation of long terms development plans. Considerable flexibility and autonomy is exercised by Chief Executives in the determination of organisational strategies, budget allocation and major projects undertaken within broad delegations from the Board.

#### **14.3 Typical Role/Duties**

- (a) Develop and implement service delivery plans and meet changing health care needs.
- (b) Establish corporate structure and formal delegation of responsibilities.
- (c) Ensure that the financial management requirements are met.

### **15. GRADE 13**

#### **15.1 Description**

- (a) Positions at this level are Chief Executives of major, multi-faceted and multi-campus health services requiring a stature that clearly places the job at the most senior level in the industry. The position manages of an extremely large and diverse workforce and controls a substantial operating budget.
- (b) The position manages an organisation with an extremely large and diverse and controls a substantial operating budget. The health service provides a comprehensive integrated health care service to people in the suburbs of metropolitan Melbourne and nearby catchment populations.
- (c) The services include public hospital services; aged in-patient, community and home care services; and in-patient and community mental health services.
- (d) The organisation is affiliated with a University for teaching medical and postgraduate nursing students and for postgraduate study and medical research.

#### **15.2 Work Level Standard**

- (a) Positions require a substantial knowledge and expertise in local and state-wide public health care issues and health service management. The management role covers all aspects of health care for a major multi-faceted and multi campus health service including funding, standards of clinical service delivery and long term planning of resources and future services. Negotiations at this level require skill to persuade Boards of Management, Executive representatives and Department of Human Services/Department of Health and government representation.

- (b) At this level, positions are required to anticipate research and identify major health care trends and develop short and long term plans. As such there is considerable professional judgement to be exercised, to ensure that all aspects of these plans and new services meet all the requirements of the various stakeholders. As a result of initiatives undertaken by jobs at this level, it would be expected that programs could be adopted at other health services and substantially improve the standard of health care in the whole community.
- (c) Positions at this level manage major multi-faceted and multi-campus health care services. The position is accountable for total health care service, cost effective delivery and implementation of long terms development plans. The position is responsible for controlling a substantial operating budget. Considerable flexibility and autonomy is exercised by Chief Executives in the determination of organisational strategies, budget allocation and major projects undertaken within broad delegations from the Board.

## SCHEDULE C – HEALTH AND ALLIED SERVICES EMPLOYEES CLASSIFICATION STRUCTURE

### 1. SKILL LEVELS

#### 1.1 Level 1

- (a) An employee at this level:
- (i) works within established routines, methods and procedures;
  - (ii) has minimal responsibility, accountability or discretion;
  - (iii) works under direct or routine supervision, either individually or in a team; and
  - (iv) no previous experience or training is required.
- (b) Indicative tasks performed and indicative classifications at this level are:

Classification Group	Indicative Tasks Performed and Indicative Classifications
Food Services	Basic food preparation; the cooking of basic meals; cleaning of food preparation and consumption areas and cooking equipment and utensils and the serving and delivery of meals.  Food and Domestic Services Assistant - Other Cook
General Services	Cleaning; assisting a gardener and basic maintenance work.  Cleaner  Assistant Gardener  Maintenance/Handyperson (Unqualified)

#### 1.2 Level 2

- (a) An employee at this level:
- (i) works within established routines, methods and procedures;
  - (ii) has limited responsibility, accountability or discretion;
  - (iii) may work under limited supervision, either individually or in a team;
  - (iv) possesses communication skills and
  - (v) requires on-the-job training and/or specific skills training or experience.
- (b) Indicative tasks performed and indicative classifications at this level are:

Classification Group	Indicative Tasks Performed and Indicative Classifications
	A window or other specialist cleaner and

	gardening work requiring no formal qualifications; general housekeeping functions. Cleaner cleaning windows Gardener (non-trade)
Technical, Clinical and Personal Care	Red Cross Aide

### 1.3 Level 3

- (a) An employee at this level:
- (i) is capable of prioritising work within established routines, methods and procedures;
  - (ii) is responsible for work performed with a limited level of accountability or discretion;
  - (iii) works under limited supervision, either individually or in a team;
  - (iv) possesses sound communication skills; and
  - (v) requires specific on-the-job training and/or relevant skills training or experience.
- (b) Indicative tasks performed and indicative classifications at this level are:

Classification Group	Indicative Tasks Performed and Indicative Classifications
Food Services	An unqualified (non-trade) cook employed as a sole cook in a kitchen or an unqualified (non-trade) cook providing specialist cooking functions.  Cook Employed Alone
General Services	Driving small vehicles (1.25 tonnes or less) within and between establishments.  - Driver 1.25 Tonne or less

### 1.4 Level 4

- (a) An employee at this level:
- (i) is capable of prioritising work within established routines, methods and procedures;
  - (ii) is responsible for work performed with a medium level of accountability or discretion;
  - (iii) works under limited supervision, either individually or in a team;
  - (iv) possesses sound communication and/or arithmetic skills; and
  - (v) requires specific on-the-job training and/or relevant skills training or experience.



- (b) Indicative tasks performed and indicative classifications at this level are:

Classification Group	Indicative Tasks Performed and Indicative Classifications
Food Services	An employee whose primary function is to liaise with patients and staff to obtain appropriate meal requirements of patients, and to tally and collate the overall results.  Food Monitor

#### 1.5 Level 5

- (a) An employee at this level:

- (i) is capable of prioritising work within established policies, guidelines and procedures;
- (ii) is responsible for work performed with a medium level of accountability or discretion;
- (iii) works under limited supervision, either individually or in a team;
- (iv) possesses good communication, interpersonal and/or arithmetic skills; and
- (v) requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience.

- (b) Indicative tasks performed and indicative classifications at this level are:

Classification Group	Indicative Tasks Performed and Indicative Classifications
General Services	An employee performing dedicated security functions; an employee performing transport related functions, including drivers of intermediate sized vehicles (1.25 tonnes to 3 tonnes and Security Officer Grade 1.  Driver 1.25 Tonne to 3 Tonne
Technical, Clinical and Personal Care	Senior Red Cross Aide

#### 1.6 Level 6

- (a) An employee at this level:

- (i) is capable of prioritising work and exercising discretion within established policies, guidelines and procedures;
- (ii) is responsible for work performed with a medium level of accountability;
- (iii) works under limited supervision, either individually or in a team;

- (iv) possesses well developed communication, interpersonal and/or arithmetic skills; and
- (v) requires substantial on-the-job training, may require formal qualifications and/or relevant skills training or experience.

(b) Indicative tasks performed and indicative classifications at this level are:

Classification Group	Indicative Tasks Performed and Indicative Classifications
General Services	An employee performing transport related functions, including drivers of non-articulated vehicles over three tonnes.  Driver over three Tonne
Technical, Clinical and Personal Care	- First Aid Attendant (in commercial or industrial undertakings)

#### 1.7 Level 7

(a) An employee at this level:

- (i) is capable of prioritising work and exercising discretion within established policies, guidelines and procedures;
- (ii) is responsible for work performed with a substantial level of accountability;
- (iii) works either individually or in a team;
- (iv) possesses well developed communication, interpersonal and/or arithmetic skills; and
- (v) requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

(b) Indicative tasks performed and indicative classifications at this level are:

Classification Group	Indicative Tasks Performed and Indicative Classifications
Food Services	A Cook with relevant qualifications.  Second Cook Grade D  Trade Cook
General Services	A handyperson with Trade qualifications performing general maintenance duties; a gardener with Trade qualifications performing general gardening duties; a dedicated Security Officer required to regularly access computers in the course of her or his employment and/or has been provided with relevant training; an

employee performing transport related functions, including drivers of articulated vehicles.

Maintenance/Handyperson (Trade)

Gardener (Trade)

Driver articulated 12-13 Tonnes

- Security Officer Grade 2

#### 1.8 Level 8

(a) An employee at this level:

- (i) is capable of functioning semi autonomously, and prioritising his or her own work within established policies, guidelines and procedures;
- (ii) is responsible for work performed with a substantial level of accountability;
- (iii) works either individually or in a team;
- (iv) may require basic computer knowledge or be required to use a computer on a regular basis;
- (v) possesses administrative skills and problem solving abilities;
- (vi) possesses well developed communication, interpersonal and/or arithmetic skills; and
- (vii) requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

(b) Indicative tasks performed and indicative classifications at this level are:

Classification Group	Indicative Tasks Performed and Indicative Classifications
Food Services	A Cook or Chef with relevant qualifications. Chef Grade D - Second Cook Grade C

#### 1.9 Level 9

(a) An employee at this level:

- (i) is capable of functioning with a high level of autonomy, and prioritising his or her own work within established policies, guidelines and procedures;
- (ii) is responsible for work performed with a substantial level of accountability and responsibility;
- (iii) works either individually or in a team;
- (iv) may require comprehensive computer knowledge or be required to use a computer on a regular basis;

- (v) possesses administrative skills and problem solving abilities;
- (vi) possesses well developed communication, interpersonal and/or arithmetic skills; and
- (vii) may require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

(b) Indicative tasks performed and indicative classifications at this level are:

Classification Group	Indicative Tasks Performed and Indicative Classifications
Food Services	A Cook or Chef with relevant qualifications. Second Cook Grade B - Chef Grade C
General Services	A Maintenance/Handyperson or Gardener with post-trade qualifications or specialisation and who is required to work autonomously. Maintenance/Handyperson (Advanced) - Gardener (Advanced)

#### 1.10 Level 10

(a) An employee at this level:

- (i) is capable of functioning autonomously, and prioritising his or her own work within established policies, guidelines and procedures;
- (ii) is responsible for work performed with a substantial level of accountability and responsibility;
- (iii) works either individually or in a team;
- (iv) may require comprehensive computer knowledge or be required to use a computer on a regular basis;
- (v) possesses administrative skills and problem solving abilities;
- (vi) possesses well developed communication, interpersonal and/or arithmetic skills; and
- (vii) will most likely require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

(b) Indicative tasks performed and indicative classifications at this level are:

Classification Group	Indicative Tasks Performed and Indicative Classifications
Food Services	A Cook or Chef with relevant qualifications.

Chef B

- Second Cook A

#### 1.11 Level 11

(a) An employee at this level:

- (i) is capable of functioning autonomously, and prioritising his or her own work and the work of others within established policies, guidelines and procedures;
- (ii) is responsible for work performed with a substantial level of accountability and responsibility;
- (iii) may supervise the work of others, including work allocation, rostering and guidance;
- (iv) works either individually or in a team;
- (v) may require comprehensive computer knowledge or be required to use a computer on a regular basis;
- (vi) possesses developed administrative skills and problem solving abilities;
- (vii) possesses well developed communication, interpersonal and/or arithmetic skills; and
- (viii) may require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

(b) Indicative tasks performed and indicative classifications at this level are:

Classification Group	Indicative Tasks Performed and Indicative Classifications
Food Services	<p>A Cook or Chef with relevant qualifications; supervision, work allocation and rostering and/or guidance of staff.</p> <p>Chef Grade A</p> <p>- Food Services Supervisor</p>
General Services	<p>Supervision, work allocation, on-the-job training and rostering and/or guidance of staff.</p> <p>Gardener Superintendent</p> <p>- General Services Supervisor</p>
Technical, Clinical and Personal Care	<p>Supervision, work allocation and rostering and/or guidance of staff.</p> <p>- Technical, Therapy and Personal Care Supervisor</p>

## 2. CLASSIFICATION DEFINITIONS

### ***Food Services Classifications:***

#### **2.1 Chef**

- (a) Means a person employed as such in a health service who may be required by the employer to supervise staff, give any necessary instruction in all the branches of cooking, preparation of food service staff rosters, assist in the planning of meals, assist in the pricing of meals for departmental budgets, assist in the requisitioning and purchasing of all stores and to assist where necessary in the preparation and supervision of the plating of meals.
- (b) **Chef Grade A**
  - (i) A chef employed in a hospital with more than 300 beds or a kitchen providing more than 2,000 meals on a daily average.
- (c) **Chef Grade B**
  - (i) A chef employed in a hospital with 200 or more beds but less than 300 beds or a kitchen providing more than 1,000 meals but less than 2,000 meals on a daily average.
- (d) **Chef Grade C**
  - (i) A chef employed in a hospital with more than 100 beds but less than 200 beds or a kitchen providing more than 500 meals but less than 1,000 meals on a daily average.
- (e) **Chef Grade D**
  - (i) A chef employed in a hospital with less than 100 beds or a kitchen providing less than 500 meals on a daily average.

#### **2.2 Cook Employed Alone**

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

#### **2.3 Food and Domestic Services Assistant**

- (a) Means a person employed to clean food preparation and consumption areas, cooking equipment and utensils and serve and deliver meals.

#### **2.4 Food Monitor**

- (a) An employee responsible to a catering and/or dietary department whose primary function is to liaise with patients and staff to obtain appropriate meal requirements of patients, and to tally and collate the overall results for the catering and/or dietary department.
- (b) Notwithstanding the provisions of **clause 43** (Higher Duties), when the above duties are incidental to other duties performed, higher duties rates shall only apply when the above duties are performed for two hours or more in any day.

#### **2.5 Food Services Supervisor**

- (a) Is a person appointed as such performing work which involves the supervision of staff within the food services stream of this award or the supervision of staff

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

## **2.6 Second Cook**

- (a) Means a person employed as such in a health service that assists the Chef in the discharge of his or her duties and whenever necessary relieves the Chef during any absence.
- (b) **Second Cook Grade A**
  - (i) A second cook employed in a health service with more than 300 beds or a kitchen providing more than 2,000 meals on a daily average.
- (c) **Second Cook Grade B**
  - (i) A second cook employed in a health service with 200 or more beds but less than 300 beds or a kitchen providing more than 1,000 meals but less than 2,000 meals on a daily average.
- (d) **Second Cook Grade C**
  - (i) A second cook employed in a health service with more than 100 beds but less than 200 beds or a kitchen providing more than 500 meals but less than 1,000 meals on a daily average.
- (e) **Second Cook Grade D**
  - (i) A second cook employed in a health service with less than 100 beds or a kitchen providing less than 500 meals on a daily average.

## **2.7 Health Service Grading for Chef and Second Cook Classifications:**

- (a) **Grade A**
  - (i) A health service with more than 300 beds or a kitchen providing more than 2,000 meals on a daily average.
- (b) **Grade B**
  - (i) A health service with 200 or more beds but less than 300 beds or a kitchen providing more than 1,000 meals but less than 2,000 meals on a daily average.
- (c) **Grade C**
  - (i) A health service with more than 100 beds but less than 200 beds or a kitchen providing more than 500 meals but less than 1,000 meals on a daily average.
- (d) **Grade D**
  - (i) A health service with less than 100 beds or a kitchen providing less than 500 meals on a daily average.

- (e) Hospital beds and daily average meals produced are taken from hospital annual returns to the Health Department Victoria, or other relevant materials, as of 30 June of the preceding year.

**General Services Classifications:**

**2.8 Assistant Gardener**

- (a) Means a person engaged to assist a gardener.

**2.9 Cleaner – Windows**

- (a) Means a person cleaning external windows where any part of the window to be cleaned is more than four and a half metres (4.5 metres) from the ground or balcony. Provided that the window is cleaned from the outside of the building.

**2.10 Driver <1.25 Tonnes**

- (a) Means a person employed to drive small vehicles (1.25 Tonnes or less) within and between establishments.

**2.11 Driver 1.25 – 3.0 Tonnes**

- (a) Means a person employed to perform transport related functions, including drivers of intermediate sized vehicles (1.25 to 3.0 Tonnes).

**2.12 Driver Over 3.0 Tonnes**

- (a) Means a person employed to perform transport related functions, including drivers of non-articulated vehicles over 3.0 Tonnes.

**2.13 Driver Articulated 12-13 Tonnes**

- (a) Means an employee performing transport related functions, including drivers of articulated vehicles.

**2.14 Gardener Advanced**

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

**2.15 Gardener (Non Trade)**

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

**2.16 Gardener Superintendent**

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

**2.17 Gardener Trade**

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

**2.18 General Services Supervisor**



- (a) Is a person appointed as such performing work which involves the supervision of staff within the general services stream of this award or the supervision of staff within a general services related department or section. Such a person would be responsible for administrative duties such as work allocation, training, rostering and guidance of fifteen or more staff and may assist in the recruitment of staff.

#### **2.19 Handyperson Advanced**

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

#### **2.20 Handyperson Trade**

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

#### **2.21 Handyperson (Unqualified)**

- (a) Means a person employed to perform basic maintenance work.

#### **2.22 Cleaner**

- (a) Means a person employed to perform basic cleaning functions in health services.

#### **2.23 Security Officer Grade 1**

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

#### **2.24 Security Officer Grade 2**

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

### ***Technical, Clinical and Personal Care Classifications:***

#### **2.25 Technical, Therapy and Personal Care Supervisor**

- (a) Is a person appointed as such performing work which involves the supervision of staff within the Technical, Clinical and Personal Care stream of this award, or the supervision of staff within a Technical, Therapy and Personal Care related department or section (but excluding Pathology Collectors).
- (b) Such a person would be responsible for administrative duties such as work allocation, training, rostering and guidance of fifteen or more staff and may assist in the recruitment of staff.

### **3. ALLIED HEALTH ASSISTANT STRUCTURE**

#### **3.1 Allied Health Assistant Grade 1 (Unqualified)**

- (a) Is an unqualified person who is required to perform work of a general nature under the direct supervision of an Allied Health Professional. The Assistant can

work under supervision, either individually, or in a team performing a wide range of duties, for example; this may include collection and preparation of equipment, maintaining client contact details, monitoring clients to ensure that they follow their program.

- (b) An Allied Health Assistant Grade 1 will not be required to hold any qualifications. Where an Allied Health Assistant Grade 1 seeks to obtain a Certificate III (Allied Health Assistance) from a registered training organisation during the life of this Agreement, (expiry date 31/07/09), the employer, where practicable, will assist the person to complete the qualification. Such assistance may include financial assistance, flexible rostering, supervised practice and/or study leave.
- (c) Automatic progression to grade 2 will occur upon the successful completion of the Certificate III in Health Services Assistance (Allied Health Assistance) based on the date of certification from the registered training organisation. Note it is the responsibility of the employee to provide evidence of their qualification.

### **3.2 Allied Health Assistant Grade 2 (Qualified)**

- (a) Is a qualified person who is required to perform work of a general nature under the supervision of an Allied Health Professional.
- (b) A mandatory requirement for this level is successful completion of at least the Certificate III (Allied Health Assistance) from a registered training organisation or its equivalent.
- (c) A qualified Allied Health Assistant performs a wide range of duties to support the work of Allied Health Professionals.
- (d) The Allied Health Assistant Grade 2 is able to:
- (e) Perform the full range of duties of a Grade 1.
- (f) Work directly with an Allied Health Professional; work alone or in teams under supervision following a prescribed program of activity.
- (g) Use communication and interpersonal skills to assist in meeting the needs of clients.
- (h) Accurately document client progress and maintain documents as required.
- (i) Demonstrate a capacity to work flexibly across a broad range of therapeutic and program related activities.
- (j) Identify client circumstances that need additional input from the Allied Health Professional.
- (k) Prioritise work and accept responsibility for outcomes within the limit of their accountabilities.

### **3.3 Allied Health Assistant Grade 3 (Qualified)**

- (a) Is a qualified person who is required to perform work of a general nature under the supervision of an Allied Health Professional.

- (b) An Allied Health Assistant Grade 3 is a person appointed as such. A mandatory requirement for this level is successful completion of at least the Certificate IV (Allied Health Assistance) from a registered training organisation or its equivalent.
- (c) The Allied Health Assistant Grade 3 is able to:
  - (i) Perform the full range of duties of a Grade 1 and Grade 2.
  - (ii) Understand the basic theoretical principles of the work undertaken by the Allied Health Professional whom they are employed to support.
  - (iii) Work with minimum supervision to implement therapeutic and related activities, including maintenance of appropriate documentation.
  - (iv) Identify client circumstances that need additional input from the Allied Health Professional, including suggestions as to appropriate interventions.
  - (v) Demonstrate very good communication and interpersonal skills.
  - (vi) Organise their own workload and to set work priorities within the program established by the Allied Health Professional.
  - (vii) If required, to assist in the supervision the work being performed by Grade 1 and 2 Allied Health Assistants and those in training.

#### 4. PERSONAL CARE WORKER STRUCTURE

- 4.1 The classification of Personal Care Worker, which was introduced from 15 April 2003, replaces the Nursing Attendant classification in low care/dual care residential aged care facilities.
- 4.2 The terms low care, multiple (dual) care and high care residential aged care facilities have the following meanings:
  - (a) **Residential Aged Care Facility** - means a facility in which residential aged care is provided pursuant to the *Aged Care Act 1997* (Commonwealth) but excludes public sector institutions.
  - (b) **Low Care** – means a residential aged care facility which only admits residents with a low care ACAS classification and does not offer or provide on a permanent basis services to residents with a high care ACAS classification.
  - (c) **Multiple (Dual) Care** - means a residential aged care facility:
    - (i) which admits residents with a low care AC-AS classification and provides or offers service to residents with a high care ACAS classification (aging in place); or
    - (ii) that primarily admits residents with a low care ACAS classification, but is approved to and admits residents with a high care ACAS classification.

- (d) **High Care** - means a residential aged care facility which principally admits residents with a high care ACAS classification.
- (e) **ACAS Classification** - means the classification given to a care recipient/resident under the *Aged Care Act 1997* (Commonwealth).

#### 4.3 **Personal Care Worker Grade 1**

- (a) Means a person employed in a low care or multiple (dual care) residential aged care facility or like service (but not including dedicated disability services or establishments respondent to the *Residential and Support Services – Victoria – Award 1999*) to provide personal care for disabled or aged persons in a residential aged care facility. Such a person will assist with all personal and developmental needs under supervision.
- (b) A Personal Care Worker Grade 1 shall not be required to possess formal qualifications. They will be advised of this in writing upon appointment.

#### 4.4 **Personal Care Worker Grade 2**

- (a) Means a person employed in an aged care service or like service (but not including dedicated disability services or establishments respondent to the *Residential and Support Services – Victoria – Award 1999*) to provide personal care for disabled or aged persons in a low care or multiple (dual) care residential aged care facility. Such a person is required to undertake the duties of a Personal Care Worker Grade 1; and
- (b) A Personal Care Worker Grade 2 holds, at the time of engagement, a nationally accredited certificate at Australian Quality Framework Level 2 or 3 (or equivalent) awarded by a Registered Training Organisation; or is required by the organisation to obtain such a certificate as a condition of employment. An employee shall be advised of such a requirement in writing prior to undertaking the course, or by a verbal request that is subsequently reduced to writing.

#### 4.5 **Personal Care Worker Grade 3**

- (a) Means a person employed in an aged care service or like service (but not including dedicated disability services or establishments respondent to the *Residential and Support Services – Victoria – Award 1999*) to provide personal care for disabled or aged persons in a high care residential aged care facility. Such a person is required to undertake the duties of a Personal Care Worker Grade 1; and
- (b) A Personal Care Worker Grade 3 holds, at the time of engagement, a nationally accredited certificate at Australian Quality Framework Level 3 (or equivalent) awarded by a Registered Training Organisation; or is required by the organisation to obtain such a certificate as a condition of employment. An employee shall be advised of such a requirement in writing prior to undertaking the course, or by a verbal request that is subsequently reduced to writing.

### 5. **CLERICAL/ADMINISTRATIVE SUPPORT SERVICES STRUCTURE**

- 5.1 This clerical classification structure replaces the pre-existing structure contained within the *Health and Allied Services – Public Sector – Victoria Consolidated Award 1998*.
- 5.2 Employees will be translated to the new classification structure pursuant to **clause 17** of this Agreement.

**5.3 CLERICAL WORKER GRADE C**

**(a) Description**

- (i) Positions at Grade C level are regarded as experienced clerical staff working within a well defined work environment.
- (ii) Employees at this level are expected to input and extract data, provide information and occasionally produce reports. They will be required to balance the operation of a number of clerical systems.
- (iii) Grade C positions have a level of discretion, depending upon the individual employee's experience and confidence, but any discretion is regulated by system protocols.

**(b) Work Level Standard**

- (i) Grade C positions use clerical systems, administrative data, health service information and systems to undertake a number of mostly standard procedures, which are supported by protocols.
- (ii) Positions at this level require mostly standard dealings with clinical staff and thoughtful direct dealings with the public and/or sensitive phone contact with the public. These dealings are likely to occur in a ward-based setting that may have some similarities to the work in an emergency setting, but without the significant time and service pressures.
- (iii) Grade C positions are routinely required to operate one predominant data system, but may also utilise a small number of other support systems for particular information.
- (iv) System content is factual, involving standard and predictable transactions. Care must be taken at all times to minimise errors.
- (v) Grade C positions can work individually within a mixed team or in a team of employees with similar skills. At all times they are accountable for their unique tasks. When working within mixed teams they are expected to work cooperatively with others. Within work teams doing similar work, employees may rotate through a variety of tasks, as determined by managers, to provide varied work and achieve work area outcomes.
- (vi) Employees at this level may be asked, from time to time, to provide induction training for other like employees.
- (vii) Work outcomes for Grade C positions are either checked by a supervisor or, if a sole operator, are audited by a work system.

- (viii) Communication within the work area focuses on well established, but a limited range of routinely required information.
- (ix) Grade C positions require a good understanding of hospital systems. Employees at this level are expected to understand hospital procedures, information requirements and protocols so they can be communicated confidently and supportively to members of the public.

#### 5.4 CLERICAL WORKER GRADE B

##### (a) Description

- (i) Positions at Grade B level are regarded as experienced clerical staff working in more complex work environments or circumstances.
- (ii) In addition to the provision of information, the input and extraction of data and production of reports, employees at this level may be required to manage a number of more complex information systems, balance their operation and provide routine data support to their team or manager.
- (iii) Grade B positions set their own work schedule, within limits. Employees at this level are expected to be responsive to circumstances and regularly modify work priorities to meet their own and team needs.

##### (b) Work Level Standard

- (i) Grade B level positions are responsible for using a range of data, information processes and systems, which are all supported by protocols.
- (ii) While systems used by positions at this level are standardised, the tasks are mostly performed under significant time and service pressures. Employees usually work directly with time sensitive clinical staff and anxious members of the public, as would be experienced in an emergency department setting.
- (iii) Grade B positions are also those responsible for operating a number of more complex systems, and/or complex data integration between standard systems.
- (iv) System content is predominantly factual. Reliance is placed on the data quality by those outside the work area and data errors bring risks to the reputation or standards expected of the wider work area.
- (v) Employee working in Grade C positions, but who are routinely required by management to provide on the job training, or routinely mentor like employees who are learning a Grade C role, may be classified as Grade B.
- (vi) Grade B positions are expected to perform within formal or informal protocols under general supervision.

- (vii) Employees at this level usually work in a specialist role or under emergency department patient or clinical pressure. They are expected to adapt their activities to suit the clinical or environmental circumstances they face.
- (viii) Communication within the work area is similar to Grade C, with the added requirement of coping with a more complex set of systems and/or a more pressurised work environment and/or more anxious members of the public. The pressurised work environment and/or more anxious members of the public will most likely be found in an emergency or triage setting, rather than a ward-based setting.
- (ix) Grade B positions are required to focus on gaining public confidence, to simultaneously obtain information required by the hospital, while providing reassurance to members of the public.

## 5.5 CLERICAL WORKER GRADE A

### (a) Description

- (i) Positions at Grade A level are the most complex clerical roles, providing high level knowledge, delivering unique team or specialist outcomes at a level equivalent to lower level administrative roles.
- (ii) Employees at this level may be content specialists in a particular clerical function, or provide broad personalised secretarial support to a senior manager or clinical specialist.
- (iii) Grade A clerical positions plan their own work schedule, within limits, and adapt their schedule to the needs of the work area or manager. Employees at this level are required to exercise individual judgement.

### (b) Work Level Standard

- (i) Grade A level positions operate information, administrative and/or technical systems that require more judgement to track and manage.
- (ii) Data content and transactions at this level are varied and complex. Protocols exist, but judgement is required in the selection of the appropriate action.
- (iii) At this level, integration with other systems is standard and frequent. Interpretation is required, with the assessments made by employees having an impact on decision making by others.
- (iv) Employees at this level are relied upon by others to provide factual, reliable and responsive information relevant to the work of others and the team, with errors directly impacting the work area's reputation and performance.

- (v) Grade A positions are integral to the efficient operation of a more complex mixed skill team, or the performance of a senior manager or clinical specialist.
- (vi) Employees at this level are expected to provide higher level and unique support and/or training, leadership or mentoring for other like staff. Employees may undertake supervision of other clerical workers, including allocating work and/or the rostering of staff.
- (vii) Specialists in the work area use the information provided by Grade A positions in making decisions. So employees at this level exercise autonomy and discretion, selecting from broadly defined options.
- (viii) Grade A positions require influencing skills to ensure that the information is effectively communicated within the work area, to the manager or clinical specialist and to the public in order to maximise work area performance and public confidence.



## **SCHEDULE D – DENTAL ASSISTANTS CLASSIFICATION STRUCTURE**

1. This classification structure applies:
  - 1.1 to Dental Assistants who are now employed by the Health Services covered by this Agreement but were previously employed by the Dental Health Services Victoria and it was agreed that their terms and conditions were to be maintained.
  - 1.2 to Dental Nurse who were employed prior to FFPPOA 1 October 2018 who translated to a Dental Assistant classification
  - 1.3 Employees who commence after this Agreement comes into effect in Dental Assistant classifications
2. **DENTAL ASSISTANTS**
  - 2.1 The Employer shall classify each Dental Assistant employed under this Agreement at the appropriate level/classification within the four-level classification structure set out in this **Schedule D**.
  - 2.2 A Dental Assistant is an employee who holds a Dental Assistant Certificate of Accreditation and badge issued by the Council of Australian Dental Association, or an equivalent standard of qualification/experience recognised by the employer, and who provides clinical chair side assistant to dental practitioners.
  - 2.3 The following principles apply to progression between pay points within the four level Dental Assistant classification structure:
    - (a) Progression from Dental Assistant Grade 1(a) (newly qualified Dental Assistant with Certificate III) to Dental Assistant Grade 2 shall be subject to satisfactory completion of a mandatory 12 month period at Grade 1(a). Progression is from Pay Point 1.1 to Pay Point 2.1. Subject to satisfactory completion of a mandatory 12 month period at Pay Point 2.1, an employee shall progress to Pay Point 2.2.
    - (b) Progression from Dental Assistant Grade 1(b) (re-entry after three years outside the workforce) to Dental Assistant Grade 2 shall be subject to satisfactory completion of a mandatory 12 month period at Grade 1(b). Progression is from Pay Point 1.2 to Pay Point 2.2.
    - (c) Employees engaged on or after 12 September 2005 shall not progress beyond Pay Point 2.5 within the Grade 2 salary range until such time as they have completed a Certificate III.
    - (d) Progression between the classifications of Dental Assistant Grade 2 to Grade 3 – Senior Clinical Dental Assistant shall be by appointment only. Progression between pay points within the Grade 3 classification structure shall be based on annual performance assessment under the employer's Performance Management Policy.
    - (e) If a Grade 2 Dental Assistant is appointed to Grade 3 and at the time of the appointment is being paid at Pay Point 2.9, he or she will be appointed to Pay Point 3.2. In all other cases employees shall be appointed to the base of the salary range.

- (f) Progression between Grade 3 – Senior Clinical Dental Assistant and Grade 4 – Clinical Coordinator Dental Assistant shall be by appointment only. Progression between pay points within the Grade 3 classification structure shall be based on annual performance assessment under the employer's Performance Management Policy.
- (g) If a Grade 3 Dental Assistant is appointed to Grade 4 and at the time of the appointment is being paid at Pay Point 3.5, he or she will be appointed to Pay Point 4.2. In all other cases employees shall be appointed to the base of the salary range.
- (h) Progression between pay points within each of the salary ranges in the classification structure is based on annual assessment under the employer's Performance Management Policy, as varied from time to time. Provided that Employees engaged on or after 12 September 2005 shall not progress beyond Pay Point 2.5 within the Grade 2 salary range until such time as they have completed a Certificate III.

## SCHEDULE E – SALARY AND ALLOWANCE SCHEDULE

### 1. MANAGEMENT AND ADMINISTRATIVE OFFICERS

The following weekly rates of pay apply only to Management and Administrative Officers whose employment is covered by the classifications set out in **Schedule B** of this Agreement.

Classification	Pay Code	Grade	Year	Skill Level	FFPPOA 8-June-18	FFPPOA 1-Jul-18	FFPPOA 1-Jul-19	FFPPOA 1-Jul-20	FFPPOA 1-Jul-21
					5.00%	3.00%	3.00%	3.00%	2.00%
Grade 1	HS1	Grade 1	N/A	N/A	\$ 1,028.50	\$ 1,059.40	\$ 1,091.20	\$ 1,123.90	\$ 1,146.40
Grade 2	HS2	Grade 2	N/A	N/A	\$ 1,175.00	\$ 1,210.30	\$ 1,246.60	\$ 1,284.00	\$ 1,309.70
Grade 3	HS3	Grade 3	N/A	N/A	\$ 1,310.20	\$ 1,349.50	\$ 1,390.00	\$ 1,431.70	\$ 1,460.30
Grade 4	HS4	Grade 4	N/A	N/A	\$ 1,472.20	\$ 1,516.40	\$ 1,561.90	\$ 1,608.80	\$ 1,641.00
Grade 5	HS5	Grade 5	N/A	N/A	\$ 1,634.20	\$ 1,683.20	\$ 1,733.70	\$ 1,785.70	\$ 1,821.40
Grade 6	HS6	Grade 6	N/A	N/A	\$ 1,796.20	\$ 1,850.10	\$ 1,905.60	\$ 1,962.80	\$ 2,002.10
Grade 7	HS7	Grade 7	N/A	N/A	\$ 1,985.30	\$ 2,044.90	\$ 2,106.20	\$ 2,169.40	\$ 2,212.80
Grade 8	HS8	Grade 8	N/A	N/A	\$ 2,221.70	\$ 2,288.40	\$ 2,357.10	\$ 2,427.80	\$ 2,476.40
Grade 9	HS9	Grade 9	N/A	N/A	\$ 2,414.80	\$ 2,487.20	\$ 2,561.80	\$ 2,638.70	\$ 2,691.50
Grade 10	HS10	Grade 10	N/A	N/A	\$ 2,621.40	\$ 2,700.00	\$ 2,781.00	\$ 2,864.40	\$ 2,921.70

## 2. HEALTH AND ALLIED SERVICES

The following weekly rates of pay apply only to Health and Allied Services employees whose employment is covered by the classifications set out in **Schedule C** of this Agreement. The rates of pay for Clerical Workers (however classified) are inclusive of the experience payments/service margins set out in this **Schedule**.

Classification	Pay Code	Year	Skill Level	FFPPOA 8-June-18	FFPPOA 1-Jul-18	FFPPOA 1-Jul-19	FFPPOA 1-Jul-20	FFPPOA 1-Jul-21
				5.00%	3.00%	3.00%	3.00%	2.00%
Clerical Worker C		1	N/A	\$ 935.70	\$ 968.40	\$ 1,002.30	\$ 1,037.40	\$ 1,078.90
		2	N/A	\$ 943.80	\$ 976.80	\$ 1,011.00	\$ 1,046.40	\$ 1,088.30
		3	N/A	\$ 949.70	\$ 982.90	\$ 1,017.30	\$ 1,052.90	\$ 1,095.00
		4	N/A	\$ 956.90	\$ 990.40	\$ 1,025.10	\$ 1,061.00	\$ 1,103.40
		5+	N/A	\$ 958.10	\$ 991.60	\$ 1,026.30	\$ 1,062.20	\$ 1,104.70
Junior Clerical Worker Grade C		1	N/A	\$ 655.00	\$ 677.90	\$ 701.60	\$ 726.20	\$ 755.20
		2	N/A	\$ 748.60	\$ 774.70	\$ 801.80	\$ 829.90	\$ 863.10
		3	N/A	\$ 842.10	\$ 871.60	\$ 902.10	\$ 933.70	\$ 971.00
Clerical Worker Grade B		1	N/A	\$ 965.10	\$ 998.90	\$ 1,033.90	\$ 1,070.10	\$ 1,112.90
		2	N/A	\$ 971.10	\$ 1,005.10	\$ 1,040.30	\$ 1,076.70	\$ 1,119.80
		3	N/A	\$ 977.00	\$ 1,011.20	\$ 1,046.60	\$ 1,083.20	\$ 1,126.50
		4	N/A	\$ 984.20	\$ 1,018.60	\$ 1,054.30	\$ 1,091.20	\$ 1,134.80
		5	N/A	\$ 985.40	\$ 1,019.90	\$ 1,055.60	\$ 1,092.50	\$ 1,136.20
Junior Clerical Worker Grade B		1	N/A	\$ 675.60	\$ 699.20	\$ 723.70	\$ 749.10	\$ 779.10
		2	N/A	\$ 772.10	\$ 799.10	\$ 827.10	\$ 856.10	\$ 890.30
		3	N/A	\$ 868.60	\$ 899.00	\$ 930.50	\$ 963.10	\$ 1,001.60
Clerical Worker Grade A		1	N/A	\$ 1,061.60	\$ 1,098.80	\$ 1,137.30	\$ 1,177.10	\$ 1,224.20
		2	N/A	\$ 1,067.70	\$ 1,105.10	\$ 1,143.80	\$ 1,183.80	\$ 1,231.20
		3	N/A	\$ 1,073.60	\$ 1,111.20	\$ 1,150.10	\$ 1,190.40	\$ 1,238.00
		4	N/A	\$ 1,080.90	\$ 1,118.70	\$ 1,157.90	\$ 1,198.40	\$ 1,246.30
		5	N/A	\$ 1,082.20	\$ 1,120.10	\$ 1,159.30	\$ 1,199.90	\$ 1,247.90
Junior Clerical Worker Grade A		1	N/A	\$ 743.10	\$ 769.20	\$ 796.10	\$ 824.00	\$ 857.00
		2	N/A	\$ 849.30	\$ 879.00	\$ 909.80	\$ 941.70	\$ 979.40
		3	N/A	\$ 955.40	\$ 988.90	\$ 1,023.60	\$ 1,059.40	\$ 1,101.80

Classification	Pay Code	Grade	Year	Skill Level	FFPPOA 8-June-18	FFPPOA 1-Jul-18	FFPPOA 1-Jul-19	FFPPOA 1-Jul-20	FFPPOA 1-Jul-21
					5.00%	3.00%	3.00%	3.00%	2.00%
Chef Grade D	RG6	N/A	N/A	8	\$ 943.10	\$ 971.40	\$ 1,000.50	\$ 1,030.50	\$ 1,051.10
Chef Grade C	RG7	N/A	N/A	9	\$ 965.10	\$ 994.10	\$ 1,023.90	\$ 1,054.60	\$ 1,075.70
Chef Grade B	RG8	N/A	N/A	10	\$ 1,015.70	\$ 1,046.20	\$ 1,077.60	\$ 1,109.90	\$ 1,132.10
Chef Grade A	RG9	N/A	N/A	11	\$ 1,061.60	\$ 1,093.40	\$ 1,126.20	\$ 1,160.00	\$ 1,183.20
Cook Employed Alone	GR2	N/A	N/A	3	\$ 869.90	\$ 896.00	\$ 922.90	\$ 950.60	\$ 969.60
Junior Cook Employed Alone	KB6	N/A	1	N/A	\$ 608.90	\$ 627.20	\$ 646.00	\$ 665.40	\$ 678.70
	KB7	N/A	2	N/A	\$ 695.90	\$ 716.80	\$ 738.30	\$ 760.50	\$ 775.70
	KB8	N/A	3	N/A	\$ 782.90	\$ 806.40	\$ 830.60	\$ 855.50	\$ 872.60
	HF3	N/A	3	N/A	\$ 782.90	\$ 806.40	\$ 830.60	\$ 855.50	\$ 872.60
Food and Domestic Assistant	HA1	N/A	N/A	1	\$ 824.30	\$ 849.00	\$ 874.50	\$ 900.70	\$918.70
Junior Food & Domestic Assistant	KX1	N/A	1	N/A	\$ 577.00	\$ 594.30	\$ 612.20	\$ 630.50	\$ 643.10
	KX2	N/A	2	N/A	\$ 659.40	\$ 679.20	\$ 699.60	\$ 720.60	\$ 735.00
	KX3	N/A	3	N/A	\$ 741.90	\$ 764.10	\$ 787.10	\$ 810.60	\$ 826.80
Food Monitor	GS6	N/A	N/A	4	\$ 878.70	\$ 905.10	\$ 932.30	\$ 960.30	\$ 979.50
Junior Food Monitor	HG4	N/A	1	N/A	\$ 615.10	\$ 633.60	\$ 652.60	\$ 672.20	\$ 685.70
	HG5	N/A	2	N/A	\$ 703.00	\$ 724.10	\$ 745.80	\$ 768.20	\$ 783.60
	HG6	N/A	3	N/A	\$ 790.80	\$ 814.60	\$ 839.10	\$ 864.30	\$ 881.60
Food Services Supervisor	FS1	N/A	N/A	11	\$ 1,061.60	\$ 1,093.40	\$ 1,126.20	\$ 1,160.00	\$ 1,183.20
Junior Food Services Supervisor	FS2	N/A	1	N/A	\$ 743.10	\$ 765.40	\$ 788.30	\$ 812.00	\$ 828.20
	FS3	N/A	2	N/A	\$ 849.30	\$ 874.70	\$ 901.00	\$ 928.00	\$ 946.60
	FS4	N/A	3	N/A	\$ 955.40	\$ 984.10	\$ 1,013.60	\$ 1,044.00	\$ 1,064.90
Other Cook	GS5	N/A	N/A	1	\$ 824.30	\$ 849.00	\$ 874.50	\$ 900.70	\$ 918.70
Second Cook Grade D	RH2	N/A	N/A	7	\$ 926.70	\$ 954.50	\$ 983.10	\$ 1,012.60	\$ 1,032.90
Second Cook Grade C	RH3	N/A	N/A	8	\$ 943.10	\$ 971.40	\$ 1,000.50	\$ 1,030.50	\$ 1,051.10
Junior Second Cook Grade C	GT5	N/A	1	N/A	\$ 660.20	\$ 680.00	\$ 700.40	\$ 721.40	\$ 735.80
	GT6	N/A	2	N/A	\$ 754.50	\$ 777.10	\$ 800.40	\$ 824.40	\$ 840.90

	GT7	N/A	3	N/A	\$ 848.80	\$ 874.30	\$ 900.50	\$ 927.50	\$ 946.00
Second Cook Grade B	RH4	N/A	N/A	9	\$ 965.10	\$ 994.10	\$ 1,023.90	\$ 1,054.60	\$ 1,075.70
Junior Chef Grade B	RG1	N/A	1	N/A	\$ 675.60	\$ 695.90	\$ 716.70	\$ 738.20	\$ 753.00
	RG2	N/A	2	N/A	\$ 772.10	\$ 795.30	\$ 819.10	\$ 843.70	\$ 860.60
	RG3	N/A	3	N/A	\$ 868.60	\$ 894.70	\$ 921.50	\$ 949.10	\$ 968.10
Second Cook Grade A	RH5	N/A	N/A	10	\$ 1,015.70	\$ 1,046.20	\$ 1,077.60	\$ 1,109.90	\$ 1,132.10
Trade Cook	GR3	N/A	N/A	7	\$ 926.70	\$ 954.50	\$ 983.10	\$ 1,012.60	\$ 1,032.90
Apprentice Cook	LE1	N/A	1	N/A	\$ 509.70	\$ 525.00	\$ 540.70	\$ 556.90	\$ 568.10
	LE2	N/A	2	N/A	\$ 602.40	\$ 620.40	\$ 639.00	\$ 658.20	\$ 671.40
	LE3	N/A	3	N/A	\$ 741.40	\$ 763.60	\$ 786.50	\$ 810.10	\$ 826.30
	LE4	N/A	4	N/A	\$ 880.40	\$ 906.80	\$ 933.90	\$ 962.00	\$ 981.30
All other Employees (not provided for elsewhere)	KM1	N/A	N/A	1	\$ 824.30	\$ 849.00	\$ 874.50	\$ 900.70	\$ 918.70
Jnr All Other Employees	LM2	N/A	1	N/A	\$ 577.00	\$ 594.30	\$ 612.20	\$ 630.50	\$ 643.10
	LM3	N/A	2	N/A	\$ 659.40	\$ 679.20	\$ 699.60	\$ 720.60	\$ 735.00
	LM4	N/A	3	N/A	\$ 741.90	\$ 764.10	\$ 787.10	\$ 810.60	\$ 826.80
Cleaner Windows	JN1	N/A		2	\$ 851.60	\$ 877.10	\$ 903.40	\$ 930.50	\$ 949.10
Jnr Cleaner Windows	JN2	N/A	1	N/A	\$ 596.10	\$ 614.00	\$ 632.40	\$ 651.40	\$ 664.40
	JN3	N/A	2	N/A	\$ 681.30	\$ 701.70	\$ 722.70	\$ 744.40	\$ 759.30
	JN4	N/A	3	N/A	\$ 766.40	\$ 789.40	\$ 813.10	\$ 837.50	\$ 854.20
Driver <1.25 tonnes	JJ9	N/A	N/A	3	\$ 869.90	\$ 896.00	\$ 922.90	\$ 950.60	\$ 969.60
Jnr Driver <1.25 tonnes	LI6	N/A	1	N/A	\$ 608.90	\$ 627.20	\$ 646.00	\$ 665.40	\$ 678.70
	LI7	N/A	2	N/A	\$ 695.90	\$ 716.80	\$ 738.30	\$ 760.50	\$ 775.70
	IJ1	N/A	3	N/A	\$ 782.90	\$ 806.40	\$ 830.60	\$ 855.50	\$ 872.60
Driver 1.25-3.0 Tonnes	JJ8	N/A	N/A	5	\$ 897.40	\$ 924.30	\$ 952.00	\$ 980.60	\$ 1,000.20
Jnr Driver 1.25-3.0 Tonnes	LI1	N/A	1	N/A	\$ 628.20	\$ 647.00	\$ 666.40	\$ 686.40	\$ 700.10
	LI2	N/A	2	N/A	\$ 717.90	\$ 739.40	\$ 761.60	\$ 784.50	\$ 800.20
	LI3	N/A	3	N/A	\$ 807.70	\$ 831.90	\$ 856.80	\$ 882.50	\$ 900.20
Driver Over 3 Tonnes	JJ7	N/A	N/A	6	\$ 906.80	\$ 934.00	\$ 962.00	\$ 990.90	\$ 1,010.70
Jnr Driver Over 3 Tonnes	JL1	N/A	1	N/A	\$ 634.80	\$ 653.80	\$ 673.40	\$ 693.60	\$ 707.50
	JL2	N/A	2	N/A	\$ 725.40	\$ 747.20	\$ 769.60	\$ 792.70	\$ 808.60
	JL3	N/A	3	7	\$ 816.10	\$ 840.60	\$ 865.80	\$ 891.80	\$ 909.60
Driver Articulated 12-13 Tonnes	JJ4	N/A		N/A	\$ 926.70	\$ 954.50	\$ 983.10	\$ 1,012.60	\$ 1,032.90
Jnr Driver Articulated	JL4	N/A	1	N/A	\$ 648.70	\$ 668.20	\$ 688.20	\$ 708.80	\$ 723.00

12-13 Tonnes	JL5	N/A	2	N/A	\$ 741.40	\$ 763.60	\$ 786.50	\$ 810.10	\$ 826.30
	JL6	N/A	3	N/A	\$ 834.00	\$ 859.10	\$ 884.80	\$ 911.30	\$ 929.60
Assistant Gardener	JP9	N/A	N/A	1	\$ 824.30	\$ 849.00	\$ 874.50	\$ 900.70	\$ 918.70
Jnr Assistant Gardener	LA1	N/A	1	N/A	\$ 577.00	\$ 594.30	\$ 612.20	\$ 630.50	\$ 643.10
	LA2	N/A	2	N/A	\$ 659.40	\$ 679.20	\$ 699.60	\$ 720.60	\$ 735.00
	LA3	N/A	3	N/A	\$ 741.90	\$ 764.10	\$ 787.10	\$ 810.60	\$ 826.80
Gardener (Non-Trade)	JP5	N/A	N/A	2	\$ 851.60	\$ 877.10	\$ 903.40	\$ 930.50	\$ 949.10
Jnr Gardener (Non-Trade)	JP6	N/A	1	N/A	\$ 596.10	\$ 614.00	\$ 632.40	\$ 651.40	\$ 664.40
	JP7	N/A	2	N/A	\$ 681.30	\$ 701.70	\$ 722.70	\$ 744.40	\$ 759.30
	JP8	N/A	3	N/A	\$ 766.40	\$ 789.40	\$ 813.10	\$ 837.50	\$ 854.20
Gardener Trade	GF6	N/A	N/A	7	\$ 926.70	\$ 954.50	\$ 983.10	\$ 1,012.60	\$ 1,032.90
Jnr Gardener (Trade)	GF7	N/A	1	N/A	\$ 648.70	\$ 668.20	\$ 688.20	\$ 708.80	\$ 723.00
	GF8	N/A	2	N/A	\$ 741.40	\$ 763.60	\$ 786.50	\$ 810.10	\$ 826.30
	GF9	N/A	3	N/A	\$ 834.00	\$ 859.10	\$ 884.80	\$ 911.30	\$ 929.60
Gardener Advanced	GO1	N/A	N/A	9	\$ 965.10	\$ 994.10	\$ 1,023.90	\$ 1,054.60	\$ 1,075.70
Jnr Gardener Advanced	GO2	N/A	1	N/A	\$ 675.60	\$ 695.90	\$ 716.70	\$ 738.20	\$ 753.00
	GO3	N/A	2	N/A	\$ 772.10	\$ 795.30	\$ 819.10	\$ 843.70	\$ 860.60
	GO4	N/A	3	N/A	\$ 868.60	\$ 894.70	\$ 921.50	\$ 949.10	\$ 968.10
Garden Superintendant	GM5	N/A	N/A	11	\$ 1,061.60	\$ 1,093.40	\$ 1,126.20	\$ 1,160.00	\$ 1,183.20
Jnr Garden Superintendant	GM7	N/A	1	N/A	\$ 743.10	\$ 765.40	\$ 788.30	\$ 812.00	\$ 828.20
	GM8	N/A	2	N/A	\$ 849.30	\$ 874.70	\$ 901.00	\$ 928.00	\$ 946.60
	GM9	N/A	3	N/A	\$ 955.40	\$ 984.10	\$ 1,013.60	\$ 1,044.00	\$ 1,064.90
General Services Supervisor	GN1	N/A	N/A	11	\$ 1,061.60	\$ 1,093.40	\$ 1,126.20	\$ 1,160.00	\$ 1,183.20
Jnr General Services Supervisor	GN2	N/A	1	N/A	\$ 743.10	\$ 765.40	\$ 788.30	\$ 812.00	\$ 828.20
	GN3	N/A	2	N/A	\$ 849.30	\$ 874.70	\$ 901.00	\$ 928.00	\$ 946.60
	GN4	N/A	3	N/A	\$ 955.40	\$ 984.10	\$ 1,013.60	\$ 1,044.00	\$ 1,064.90
Handyperson (Unqualified)	KH6	N/A	N/A	1	\$ 824.30	\$ 849.00	\$ 874.50	\$ 900.70	\$ 918.70
Jnr Handyperson (Unqualified)	LM7	N/A	1	N/A	\$ 577.00	\$ 594.30	\$ 612.20	\$ 630.50	\$ 643.10
	LM8	N/A	2	N/A	\$ 659.40	\$ 679.20	\$ 699.60	\$ 720.60	\$ 735.00
	LM9	N/A	3	N/A	\$ 741.90	\$ 764.10	\$ 787.10	\$ 810.60	\$ 826.80
Handyperson Trade	GH1	N/A	N/A	7	\$ 926.70	\$ 954.50	\$ 983.10	\$ 1,012.60	\$ 1,032.90
Jnr Handyperson Trade	GH2	N/A	1	N/A	\$ 648.70	\$ 668.20	\$ 688.20	\$ 708.80	\$ 723.00
	GH3	N/A	2	N/A	\$ 741.40	\$ 763.60	\$ 786.50	\$ 810.10	\$ 826.30
	GH4	N/A	3	N/A	\$ 834.00	\$ 859.10	\$ 884.80	\$ 911.30	\$ 929.60

Handyperson Advanced	GL6	N/A	N/A	9	\$ 965.10	\$ 994.10	\$ 1,023.90	\$ 1,054.60	\$ 1,075.70
Jnr Handyperson Advanced	GL7	N/A	1	N/A	\$ 675.60	\$ 695.90	\$ 716.70	\$ 738.20	\$ 753.00
	GL8	N/A	2	N/A	\$ 772.10	\$ 795.30	\$ 819.10	\$ 843.70	\$ 860.60
	GL9	N/A	3	N/A	\$ 868.60	\$ 894.70	\$ 921.50	\$ 949.10	\$ 968.10
Cleaner	IJ1	N/A	N/A	1	\$ 824.30	\$ 849.00	\$ 874.50	\$ 900.70	\$ 918.70
Jnr Cleaner	LJ9	N/A	1	N/A	\$ 577.00	\$ 594.30	\$ 612.20	\$ 630.50	\$ 643.10
	LK1	N/A	2	N/A	\$ 659.40	\$ 679.20	\$ 699.60	\$ 720.60	\$ 735.00
	LK2	N/A	3	N/A	\$ 741.90	\$ 764.10	\$ 787.10	\$ 810.60	\$ 826.80
Security Officer Grade 1	GF1	N/A	N/A	5	\$ 900.60	\$ 927.60	\$ 955.40	\$ 984.10	\$ 1,003.80
Jnr Security Officer Grade 1	GF2	N/A	1	N/A	\$ 630.40	\$ 649.30	\$ 668.80	\$ 688.90	\$ 702.70
	GF3	N/A	2	N/A	\$ 720.50	\$ 742.10	\$ 764.30	\$ 787.30	\$ 803.00
	GF4	N/A	3	N/A	\$ 810.50	\$ 834.80	\$ 859.90	\$ 885.70	\$ 903.40
Security Officer Grade 2	GK1	N/A	N/A	7	\$ 926.70	\$ 954.50	\$ 983.10	\$ 1,012.60	\$ 1,032.90
Jnr Security Officer Grade 2	GK2	N/A	1	N/A	\$ 648.70	\$ 668.20	\$ 688.20	\$ 708.80	\$ 723.00
	GK3	N/A	2	N/A	\$ 741.40	\$ 763.60	\$ 786.50	\$ 810.10	\$ 826.30
	GK4	N/A	3	N/A	\$ 834.00	\$ 859.10	\$ 884.80	\$ 911.30	\$ 929.60
Allied Health Assistant Grade 1	TB1	N/A	N/A	N/A	\$ 882.10	\$ 908.60	\$ 935.90	\$ 964.00	\$ 983.30
Jnr Allied Health Assistant Grade 1	KC1	N/A	1	N/A	\$ 617.50	\$ 636.00	\$ 655.10	\$ 674.80	\$ 688.30
	KC2	N/A	2	N/A	\$ 705.70	\$ 726.90	\$ 748.70	\$ 771.20	\$ 786.60
	KC3	N/A	3	N/A	\$ 793.90	\$ 817.70	\$ 842.30	\$ 867.60	\$ 885.00
Allied Health Assistant Grade 2	TC1	N/A	N/A	N/A	\$ 1,001.10	\$ 1,031.10	\$ 1,062.00	\$ 1,093.90	\$ 1,115.80
Jnr Allied Health Assistant Grade 2	KD1	N/A	1	N/A	\$ 700.80	\$ 721.80	\$ 743.40	\$ 765.70	\$ 781.10
	KD2	N/A	2	N/A	\$ 800.90	\$ 824.90	\$ 849.60	\$ 875.10	\$ 892.60
	KD3	N/A	3	N/A	\$ 901.00	\$ 928.00	\$ 955.80	\$ 984.50	\$ 1,004.20
Allied Health Assistant Grade 3	TC2	N/A		N/A	\$ 1,053.30	\$ 1,084.90	\$ 1,117.40	\$ 1,150.90	\$ 1,173.90
Jnr Allied Health Assistant Grade 3	KD4	N/A	1	N/A	\$ 737.30	\$ 759.40	\$ 782.20	\$ 805.60	\$ 821.70
	KD5	N/A	2	N/A	\$ 842.60	\$ 867.90	\$ 893.90	\$ 920.70	\$ 939.10
	KD6	N/A	3	N/A	\$ 948.00	\$ 976.40	\$ 1,005.70	\$ 1,035.80	\$ 1,056.50
Patient Services Assistant Level 1	PS21	N/A	N/A	3	\$ 869.90	\$ 896.00	\$ 922.90	\$ 950.60	\$ 969.60
Jnr Patient Services Assistant Level 1	PS22	N/A	1	N/A	\$ 608.90	\$ 627.20	\$ 646.00	\$ 665.40	\$ 678.70
	PS23	N/A	2	N/A	\$ 695.90	\$ 716.80	\$ 738.30	\$ 760.50	\$ 775.70
	PS24	N/A	3	N/A	\$ 782.90	\$ 806.40	\$ 830.60	\$ 855.50	\$ 872.60



Patient Services Assistant Level 2	PS25	N/A	N/A	5	\$ 897.40	\$ 924.30	\$ 952.00	\$ 980.60	\$ 1,000.20
Jnr Patient Services Assistant Level 2	PS26	N/A	1	N/A	\$ 628.20	\$ 647.00	\$ 666.40	\$ 686.40	\$ 700.10
	PS27	N/A	2	N/A	\$ 717.90	\$ 739.40	\$ 761.60	\$ 784.50	\$ 800.20
	PS28	N/A	3	N/A	\$ 807.70	\$ 831.90	\$ 856.80	\$ 882.50	\$ 900.20
Personal Care Worker Grade 1	PW1	N/A	N/A	3	\$ 869.90	\$ 896.00	\$ 922.90	\$ 950.60	\$ 969.60
Jnr Personal Care Worker Grade 1	PW2	N/A	1	N/A	\$ 608.90	\$ 627.20	\$ 646.00	\$ 665.40	\$ 678.70
	PW3	N/A	2	N/A	\$ 695.90	\$ 716.80	\$ 738.30	\$ 760.50	\$ 775.70
	PW4	N/A	3	N/A	\$ 782.90	\$ 806.40	\$ 830.60	\$ 855.50	\$ 872.60
Personal Care Worker Grade 2	CW1	N/A	N/A	6	\$ 906.80	\$ 934.00	\$ 962.00	\$ 990.90	\$ 1,010.70
Jnr Personal Care Worker Grade 2	CW2	N/A	1	N/A	\$ 634.80	\$ 653.80	\$ 673.40	\$ 693.60	\$ 707.50
	CW3	N/A	2	N/A	\$ 725.40	\$ 747.20	\$ 769.60	\$ 792.70	\$ 808.60
	CW4	N/A	3	N/A	\$ 816.10	\$ 840.60	\$ 865.80	\$ 891.80	\$ 909.60
Personal Care Worker Grade 3	WP1	N/A	N/A	8	\$ 943.10	\$ 971.40	\$ 1,000.50	\$ 1,030.50	\$ 1,051.10
Jnr Personal Care Worker Grade 3	WP2	N/A	1	N/A	\$ 660.20	\$ 680.00	\$ 700.40	\$ 721.40	\$ 735.80
	WP3	N/A	2	N/A	\$ 754.50	\$ 777.10	\$ 800.40	\$ 824.40	\$ 840.90
	WP4	N/A	3	N/A	\$ 848.80	\$ 874.30	\$ 900.50	\$ 927.50	\$ 946.00
Technical, Therapy & Personal Care Supervisor	ID5	N/A	N/A	11	\$ 1,061.60	\$ 1,093.40	\$ 1,126.20	\$ 1,160.00	\$ 1,183.20
Red Cross Aide	HC3	N/A	N/A	2	\$ 851.60	\$ 877.10	\$ 903.40	\$ 930.50	\$ 949.10
Jnr Red Cross Aide	KE1	N/A	1	N/A	\$ 596.10	\$ 614.00	\$ 632.40	\$ 651.40	\$ 664.40
	KE2	N/A	2	N/A	\$ 681.30	\$ 701.70	\$ 722.70	\$ 744.40	\$ 759.30
	KE3	N/A	3	N/A	\$ 766.40	\$ 789.40	\$ 813.10	\$ 837.50	\$ 854.20
Senior Red Cross Aide	HC4	N/A	N/A	5	\$ 897.40	\$ 924.30	\$ 952.00	\$ 980.60	\$ 1,000.20
Jnr Senior Red Cross Aide	KF4	N/A	1	N/A	\$ 628.20	\$ 647.00	\$ 666.40	\$ 686.40	\$ 700.10
	KF5	N/A	2	N/A	\$ 717.90	\$ 739.40	\$ 761.60	\$ 784.50	\$ 800.20
	KF6	N/A	3	N/A	\$ 807.70	\$ 831.90	\$ 856.80	\$ 882.50	\$ 900.20

**DENTAL NURSES ONLY**

Classification	Pay Code	Grade	Year	Skill Level	FFPPOA 8-June-18	FFPPOA 1-Jul-18	FFPPOA 1-Oct-18 Dental Nurses translate to Dental Assistant Structure
					5.00%	3.00%	
<b>Level 1 (Trainee)</b>					\$458.22	\$471.97	Dental Assistant Trainee
<b>Level 2</b>					\$521.22	\$536.86	Dental Assistant Grade 1 (PP. 1.1)
<b>Level 3</b>					\$849.98	\$875.47	Dental Assistant Grade 2 (PP. 2.1)
<b>Level 4</b>					\$868.14	\$894.18	Dental Assistant Grade 2 (PP. 2.2)
<b>Level 5</b>					\$877.80	\$904.13	Dental Assistant Grade 2 (PP. 2.3)
<b>Level 6</b>					\$891.66	\$918.41	Dental Assistant Grade 2 (PP. 2.4)

### 3. DENTAL ASSISTANTS

The following annual salaries apply only to Dental Assistants whose employment is covered by the classifications set out in **Schedule D** of this Agreement. The rates specified are inclusive of annual leave loading, allowances (other than shift allowances), additional payments and extra payments associated with the function performed. Authorised overtime and shift allowances are paid separately.

Classification		Pay Code	Pay Point	FFPOA 1 APRIL 2015	8-June-18	1-Jul-18	1-Jul-19	1-Jul-20	1-Jul-21
					5.00%	3.00%	3.00%	3.00%	2.00%
Dental Assistant Grade 1	Newly Qualified Dental Assistants		1.1	\$ 42,183.85	\$ 44,293.04	\$ 45,621.83	\$ 46,990.49	\$ 48,400.20	\$ 49,368.21
	Re-entry		1.2	\$ 42,749.85	\$ 44,887.34	\$ 46,233.96	\$ 47,620.98	\$ 49,049.61	\$ 50,030.60
Dental Assistant Grade 2	Grade 1(a) after 12 months		2.1	\$ 42,749.85	\$ 44,887.34	\$ 46,233.96	\$ 47,620.98	\$ 49,049.61	\$ 50,030.60
	Grade 1(b) after 12 months		2.2	\$ 43,600.85	\$ 45,780.89	\$ 47,154.32	\$ 48,568.95	\$ 50,026.02	\$ 51,026.54
	Progression based on the Employer's Performance Management Process		2.3	\$ 44,450.85	\$ 46,673.39	\$ 48,073.59	\$ 49,515.80	\$ 51,001.28	\$ 52,021.30
			2.4	\$ 45,301.85	\$ 47,566.94	\$ 48,993.95	\$ 50,463.77	\$ 51,977.68	\$ 53,017.24
			2.5	\$ 46,151.85	\$ 48,459.44	\$ 49,913.23	\$ 51,410.62	\$ 52,952.94	\$ 54,012.00
	Certificate III		2.6	\$ 47,002.85	\$ 49,352.99	\$ 50,833.58	\$ 52,358.59	\$ 53,929.35	\$ 55,007.93
	Progression based on the Employer's Performance Management Process		2.7	\$ 47,853.85	\$ 50,246.54	\$ 51,753.94	\$ 53,306.56	\$ 54,905.75	\$ 56,003.87
			2.8	\$ 48,704.85	\$ 51,140.09	\$ 52,674.30	\$ 54,254.52	\$ 55,882.16	\$ 56,999.80
			2.9	\$ 49,555.85	\$ 52,033.64	\$ 53,594.65	\$ 55,202.49	\$ 56,858.57	\$ 57,995.74

Senior Clinical Dental Assistant	By appointment only		3.1	\$ 49,555.85	\$ 52,033.64	\$ 53,594.65	\$ 55,202.49	\$ 56,858.57	\$ 57,995.74
	Progression based on the Employer's Performance Management Process		3.2	\$ 50,424.85	\$ 52,946.09	\$ 54,534.48	\$ 56,170.51	\$ 57,855.62	\$ 59,012.74
			3.3	\$ 51,294.85	\$ 53,859.59	\$ 55,475.38	\$ 57,139.64	\$ 58,853.83	\$ 60,030.91
			3.4	\$ 52,164.85	\$ 54,773.09	\$ 56,416.29	\$ 58,108.77	\$ 59,852.04	\$ 61,049.08
			3.5	\$ 53,037.45	\$ 55,689.32	\$ 57,360.00	\$ 59,080.80	\$ 60,853.23	\$ 62,070.29
Clinical Coordinator Dental Assistant	By appointment only		4.1	\$ 53,037.45	\$ 55,689.32	\$ 57,360.00	\$ 59,080.80	\$ 60,853.23	\$ 62,070.29
	Progression based on the Employer's Performance Management Process		4.2	\$ 55,052.65	\$ 57,805.28	\$ 59,539.44	\$ 61,325.62	\$ 63,165.39	\$ 64,428.70
			4.3	\$ 57,134.05	\$ 59,990.75	\$ 61,790.48	\$ 63,644.19	\$ 65,553.52	\$ 66,864.59
			4.4	\$ 59,285.10	\$ 62,249.36	\$ 64,116.84	\$ 66,040.34	\$ 68,021.55	\$ 69,381.98
			4.5	\$ 61,449.25	\$ 64,521.71	\$ 66,457.36	\$ 68,451.08	\$ 70,504.62	\$ 71,914.71

#### 4. ALLOWANCE RATES

Allowance	Old Rate	FFPPOA				
		8-June-18	1-Jul-18	1-Jul-19	1-Jul-20	1-Jul-21
		5.0%	3.0%	3.0%	3.0%	2.0%
Shift Allowances						
Morning Shift	\$24.40	\$25.62	\$26.39	\$27.18	\$28.00	\$28.56
Afternoon Shift	\$24.40	\$25.62	\$26.39	\$27.18	\$28.00	\$28.56
Night Shift	\$38.80	\$40.74	\$41.96	\$43.22	\$44.52	\$45.41
Permanent Night Shift	\$48.60	\$51.03	\$52.56	\$54.14	\$55.76	\$56.88
Change of Shift	\$38.80	\$40.74	\$41.96	\$43.22	\$44.52	\$45.41
On-Call - Mon to Fri	\$18.00	\$18.90	\$19.47	\$20.05	\$20.65	\$21.07
On Call - Public Holidays and all other times	\$36.30	\$38.12	\$39.26	\$40.44	\$41.65	\$42.48
Meal Allowance						
After 1 hour of shift	\$9.30	\$9.77	\$10.06	\$10.36	\$10.67	\$10.88
After 4 hours of shift	\$7.60	\$7.98	\$8.22	\$8.47	\$8.72	\$8.89
After 5 hours on a Sat, Sun or RDO	\$9.30	\$9.77	\$10.06	\$10.36	\$10.67	\$10.88
After 9 hours on a Sat, Sun or RDO	\$7.60	\$7.98	\$8.22	\$8.47	\$8.72	\$8.89
Leave Loading Cap						
Leave loading cap (weekly salary exceeds)	\$1,686.10	\$1,770.41	\$1,823.52	\$1,878.22	\$1,934.57	\$1,973.26
Leave Loading Amount (on 4 weeks annual leave)	\$1,180.30	\$1,239.32	\$1,276.49	\$1,314.79	\$1,354.23	\$1,381.32
Vehicle Allowances						
Motor Vehicles (cents per kms)						
Under 35 PMU	\$0.72	\$0.75	\$0.77	\$0.79	\$0.82	\$0.84
35 PMU and over	\$0.87	\$0.91	\$0.94	\$0.96	\$0.99	\$1.01
Motor Cycles (cents per kms)						
Under 250 cc	\$0.31	\$0.32	\$0.33	\$0.34	\$0.36	\$0.37
250cc and over	\$0.42	\$0.44	\$0.45	\$0.46	\$0.48	\$0.49
Bicycles	\$0.10	\$0.11	\$0.11	\$0.11	\$0.12	\$0.12
Health and Allied Services (Classified under Schedule C)						
Experience Payments and Service Margins						
Experience Payments - Dental Nurses						
First and second years of experience	\$6.40	\$6.72	\$6.92	Dental Nurses translated to Dental Assistant Structure		
Third and subsequent years of experience	\$12.60	\$13.23	\$13.63			
Experience Payments - For all other classifications						
After 1 years' experience	\$6.40	\$6.72	\$6.92	\$7.13	\$7.34	\$7.49



<b>Personal Care Workers</b>						
Amount per hour	\$0.39	\$0.41	\$0.42	\$0.43	\$0.45	\$0.46
Minimum amount per week	\$2.25	\$2.36	\$2.43	\$2.51	\$2.58	\$2.63
<b>All other classifications</b>						
Payment per hour	\$0.49	\$0.51	\$0.53	\$0.55	\$0.56	\$0.57
Minimum amount per week	\$2.25	\$2.36	\$2.43	\$2.51	\$2.58	\$2.63
<b>Vehicle Allowances</b>						
<b>Motor Vehicles (cents per kms)</b>						
Under 35 PMU	\$0.79	\$0.83	\$0.85	\$0.88	\$0.90	\$0.92
35 PMU and over	\$1.02	\$1.07	\$1.10	\$1.14	\$1.17	\$1.20
<b>Motor Cycles (cents per kms)</b>						
Under 250 cc	\$0.34	\$0.36	\$0.37	\$0.38	\$0.39	\$0.40
250cc and over	\$0.46	\$0.48	\$0.49	\$0.51	\$0.53	\$0.54
<b>Bicycles</b>	\$0.11	\$0.12	\$0.12	\$0.13	\$0.13	\$0.14
<b>Interpreter Allowances</b>						
<b>NAATI Accreditation Level 2</b>						
In their second year	\$9.10	\$9.56	\$9.84	\$10.14	\$10.44	\$10.65
In their third year	\$31.90	\$33.50	\$34.50	\$35.53	\$36.60	\$37.33
In their fourth year	\$55.00	\$57.75	\$59.48	\$61.27	\$63.10	\$64.37
<b>NAATI Accreditation Level 3</b>						
In their first year	\$90.70	\$95.24	\$98.09	\$101.03	\$104.07	\$106.15
In their second year	\$115.20	\$120.96	\$124.59	\$128.33	\$132.18	\$134.82
In their third year	\$140.50	\$147.53	\$151.95	\$156.51	\$161.20	\$164.43
In their fourth year	\$166.70	\$175.04	\$180.29	\$185.69	\$191.27	\$195.09
<b>Red Cross Mobile Unit Allowances</b>						
Amount per day	\$1.90	\$2.00	\$2.05	\$2.12	\$2.18	\$2.22
Minimum amount per week	\$10.10	\$10.61	\$10.92	\$11.25	\$11.59	\$11.82
<b>Other allowances</b>						
Badge Allowance - Dental Nurse	\$31.20	\$32.76	\$33.74	\$34.76	\$35.80	\$36.51
First Aid Allowance	\$9.50	\$9.98	\$10.27	\$10.58	\$10.90	\$11.12
Tools Allowance - Chef and Cooks	\$14.50	\$15.23	\$15.68	\$16.15	\$16.64	\$16.97
Sleepover Allowance	\$86.20	\$90.51	\$93.23	\$96.02	\$98.90	\$100.88
<b>Dental Assistants (Classified under Schedule D)</b>						
<b>Shift Allowances</b>						
Morning Shift	\$20.90	\$21.95	\$22.60	\$23.28	\$23.98	\$24.46
Afternoon Shift	\$20.90	\$21.95	\$22.60	\$23.28	\$23.98	\$24.46
Night Shift	\$52.90	\$55.55	\$57.21	\$58.93	\$60.70	\$61.91

Permanent Night Shift	\$60.70	\$63.74	\$65.65	\$67.62	\$69.64	\$71.04
Change of Shift	\$33.40	\$35.07	\$36.12	\$37.21	\$38.32	\$39.09
Change of Roster	\$20.90	\$21.95	\$22.60	\$23.28	\$23.98	\$24.46
On-Call Allowance	\$20.90	\$21.95	\$22.60	\$23.28	\$23.98	\$24.46
<b>Meal Allowance</b>						
After 1 hour of shift	\$9.40	\$9.87	\$10.17	\$10.47	\$10.79	\$11.00
After 4 hours of shift	\$7.60	\$7.98	\$8.22	\$8.47	\$8.72	\$8.89
After 5 hours on a Sat, Sun or RDO	\$9.40	\$9.87	\$10.17	\$10.47	\$10.79	\$11.00
After 9 hours on a Sat, Sun or RDO	\$7.60	\$7.98	\$8.22	\$8.47	\$8.72	\$8.89
<b>Laundry Allowance</b>						
Amount per day	\$0.35	\$0.37	\$0.38	\$0.39	\$0.40	\$0.41
Amount per week	\$1.83	\$1.92	\$1.98	\$2.04	\$2.10	\$2.14
<b>Vehicle Allowances</b>						
<b>Motor Vehicles (cents per kms)</b>						
Under 35 PMU	\$0.71	\$0.75	\$0.77	\$0.79	\$0.82	\$0.83
35 PMU and over	\$0.86	\$0.91	\$0.93	\$0.96	\$0.99	\$1.01
<b>Motor Cycles (cents per kms)</b>						
Under 250 cc	\$0.31	\$0.32	\$0.33	\$0.34	\$0.35	\$0.36
250cc and over	\$0.41	\$0.43	\$0.45	\$0.46	\$0.47	\$0.48



## **SCHEDULE F – SUPPORTED WAGE SYSTEM FOR EMPLOYEES WITH DISABILITIES**

### **1. Workers eligible for a supported wage**

1.1 This clause defines the conditions which apply to employees who, because of the effects of a disability, are eligible for a supported wage under the terms of this Agreement. In this clause the following definitions apply:

- (a) **Supported Wage System** means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in Supported Wage System: Guidelines and Assessment Process.
- (b) **Accredited Assessor** means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.
- (c) **Disability Support Pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.
- (d) **Assessment Instrument** means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

### **1.2 Eligibility criteria**

- (a) Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.
- (b) The clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of worker's compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their current employment.
- (c) The Agreement does not apply to employers in respect of their facility, programme, undertaking, service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under s.10 or s.12A of the *Disability Services Act 1986*, or if a part only has received recognition, that part.

### **1.3 Supported wage rates**

- (a) Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed in Schedule E of this Agreement for the

class of work, which the person is performing, according to the following schedule:

Assessed Capacity	% Wage Rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

- (b) Where a person's assessed capacity is 10 per cent, they shall receive a high degree of assistance and support.
- (c) Provided that the minimum amount payable shall be not less than \$86 per week or the minimum amount prescribed in **Schedule D** of the *Health Professionals and Support Services Award 2010*

#### 1.4 Assessment of capacity

- (a) For the purpose of establishing the percentage of the rate to be paid to an employee under this Agreement, the productive capacity of the employee will be assessed in accordance with the supported wage system and documented in an assessment instrument by either:
  - (i) the employer and union party to the Agreement, in consultation with the employee or, if desired by any of these;
  - (ii) the employer and an accredited assessor from a panel agreed by the parties to the Agreement and the employee.

#### 1.5 Lodgement of assessment instrument

- (a) All assessment instruments under the conditions of this clause, including the appropriate percentage of the Agreement wage to be paid to the employee, shall be lodged by the employer with the Registrar of Fair Work Commission.
- (b) All assessment instruments shall be agreed and signed by the parties to the assessment, it shall be sent by the employer to the union at the time it is lodged with the Commission. The assessment instrument will take effect unless an objection is notified to the Commission within ten (10) working days.

#### 1.6 Review of assessment

- (a) The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

#### **1.7 Other terms and conditions**

- (a) Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other workers covered by this Agreement, paid on a pro-rata basis

#### **1.8 Workplace adjustment**

- (a) An employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

#### **1.9 Trial period**

- (a) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding twelve (12) weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (b) During the trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- (c) The minimum amount payable to the Employee during the trial period shall be no less than \$86.00 per week.
- (d) Work trials should include induction or training as appropriate to the job being trialled.
- (e) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under **clause 1.3(c)** herein.

10 May 2019

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

Dear Deputy President,

**Undertakings - Victorian Stand-Alone Community Health Services (Health and Allied Services, Managers and Administrative Officers) Multiple Enterprise Agreement 2018-2022 (AG2018/6364)**

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 A and who are proposed to be covered by the *Victorian Stand-Alone Community Health Services (Health and Allied Services, Managers and Administrative Officers) Multiple Enterprise Agreement 2018-2022*
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 (the Act)*:

- (i) With respect to Flexible Working Arrangements (Clause 24, pp. 25):

*Employee may request change in working arrangements if:*

- *any of the circumstances referred to in sub-clause 24.1(a)-(f) apply to an Employee; and,*
- *the Employee would like to change their working arrangements because of those circumstances.*

*then the employee may request the employer for a change in working arrangements relating to those circumstances.*

- (ii) With respect to the accrual of Annual Leave for part time employees (Clause 56.1(b), pp 55) or any employee who takes Annual Leave in advance (Clause 56.8(b), pp. 58).

*Sub-clause 56.1(b) or 56.8(b) cannot be used to avoid an obligation or limit an entitlement provided by section 87(2) of the Act.*

*Section 87(2) of the Act provides:*

*An employee will accrue Annual Leave progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year*

- (iii) With respect to the amount of paid personal/carer's leave afforded to an employee (Clause 58.2(c), pp. 60-61):

*Sub-clause 58.2(c) cannot be used to avoid an obligation or limit an entitlement provided by section 96 of the Act.*

*Section 96 of the Act provides.*

*"For each year of service with his or her employer, an employee is entitled to 10 days of paid personal/carer's leave"*

*An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year"*

- (iv) With respect to whether a paid personal/carer's leave can be taken where another person has taken leave to care for the same person (Clause 58.6(d), pp. 62):

*Sub-clause 58.6(d) cannot be used to avoid an obligation or limit an entitlement provided by section 97 of the Act.*

*Section 97 of the Act provides.*

*An employee may take paid personal/carer's leave if the leave is taken:*

*(a) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or*

*(b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:*

*(i) a personal illness, or personal injury, affecting the member; or*

*(ii) an unexpected emergency affecting the member.*

- (v) With respect to a casual's entitlement to unpaid carer's leave (Clause 58.9(a)(i), pp. 62):

*Sub-clause 58.9(a)(i) cannot be used to avoid an obligation or limit an entitlement provided by section 102 of the Act.*

*Section 102 of the Act provides.*

*An employee is entitled to 2 days of unpaid carer's leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:*

*(a) a personal illness, or personal injury, affecting the member; or*

*(b) an unexpected emergency affecting the member.*

- (vi) With respect to the minimum period of notice upon termination for Health and Allied Services employees classified under Schedule C only (Clause 26.3, pp. 27)

*An employee with more than 5 years continuous service with the employer up to the end of the day the notice of termination is given will be entitled to four (4) weeks' notice.*

- (vii) 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 no less than the Award, and that the Modern Award rate in the below table will be adopted as the rate of pay from 1 July 2018 for those classifications prescribed.*

<b>Agreement Classification</b>	<b>Agreement Rate (as at 1 July 2018)</b>	<b>Modern translation Award</b>	<b>Modern Award Rate (as at 1 July 2018)</b>
Chef Grade B	\$1,046.20	Level 8, PP3	\$1,054.90
Chef Grade A	\$1,093.40	Level 8, PP3	\$1,054.90
Second Cook Grade B	\$994.10	Level 8, PP2	\$985.50
Second Cook Grade A	\$1,046.20	Level 8, PP3	\$1,054.90
Security Officer Grade 2	\$954.50	Level 8, PP1	\$960.30
Dental Nurse (Trainee)	\$471.97	Level 1 <sup>#</sup>	\$719.20
Dental Nurse Level 2	\$536.86	Level 4	\$837.40

<sup>#</sup> minimum weekly rate for full-time trainees under the *Miscellaneous Award 2010*

*NB: the above reflects full-time weekly rates of pay*

(viii) With respect to the minimum rates of pay for juniors provided in the Award:

The Employer agrees that the employee will be paid no less than the Award having regard to their appropriate rate of pay, determined by their age as provided in the Award.

This will apply in the following classifications where the employee is **18 years of age** until the Agreement rates exceed the Award rates:

<b>Agreement Classification</b>	<b>Agreement Rate (as at 1 July 2018)</b>	<b>Modern translation Award</b>	<b>Modern Award Rate (as at 1 July 2018)</b>
Junior Security Officer Grade 2 (1 <sup>st</sup> year)	\$668.20	Junior— Level 8, PP1 (18 years)	\$672.22
Junior Chef Grade B (1 <sup>st</sup> year)	\$695.90	Junior— Level 8, PP3 (18 years)	\$751.64

This will apply in the following classifications where the employee is **19 years of age** until the Agreement rates exceed the Award rates:

<b>Agreement Classification</b>	<b>Agreement Rate (as at 1 July 2018)</b>	<b>Modern translation Award</b>	<b>Modern Award Rate (as at 1 July 2018)</b>
Junior Food & Domestic Assistant (1 <sup>st</sup> year)	\$594.30	Junior— Level 1, (19 years)	\$611.80
Junior Cleaner (1 <sup>st</sup> year)	\$594.30	Junior— Level 1, (19 years)	\$611.80
Junior Driver <1.25 tonnes (1 <sup>st</sup> year)	\$627.20	Junior— Level 2, (19 years)	\$637.26
Junior Personal Care Worker Grade 1 (1 <sup>st</sup> year)	\$627.20	Junior— Level 2, (19 years)	\$637.26
Junior Handyperson Unqualified (1 <sup>st</sup> year)	\$594.30	Junior— Level 2, (19 years)	\$637.26
Junior Gardener Non Trade (1 <sup>st</sup> year)	\$614.00	Junior— Level 2, (19 years)	\$637.26
Junior Cook Employed Alone (1 <sup>st</sup> year)	\$627.20	Junior— Level 3, (19 years)	\$661.96
Junior Personal Care Worker Grade 2 (1 <sup>st</sup> year)	\$653.80	Junior— Level 3, (19 years)	\$661.96
Junior Food Monitor (1 <sup>st</sup> year)	\$633.60	Junior— Level 4, (19 years)	\$669.94
Junior Driver Over 3 tonnes (1 <sup>st</sup> year)	\$653.80	Junior— Level 4, (19 years)	\$669.94
Junior Driver 12-13 tonnes (1 <sup>st</sup> year)	\$668.20	Junior— Level 4, (19 years)	\$669.94

Junior Gardener Trade (1 <sup>st</sup> year)	\$668.20	Junior— Level 4, (19 years)	\$669.94
Junior Second Cook Grade C (1 <sup>st</sup> year)	\$680.00	Junior— Level 8, PP1 (19 years)	\$768.36
Junior Security Officer (2 <sup>nd</sup> year)	\$763.60	Junior— Level 8, PP1 (19 years)	\$768.36
Junior Chef Grade B (1 <sup>st</sup> year)	\$695.90	Junior— Level 8, PP3 (19 years)	\$843.98
Junior Chef Grade B (2 <sup>nd</sup> year)	\$795.30	Junior— Level 8, PP3 (19 years)	\$843.98

- (ix) With respect to the minimum rates of pay for Adult Apprentices:

*The minimum rate for an adult apprentice will be the rate prescribed for apprentices in the Agreement or the rate provided in the Award; whichever is the greater.*

The Employer agrees that the employee will be paid no less than the Award having regard to their appropriate rate of pay, determined by their age as provided in the Award.

- (x) With respect to the classification 'All other Employees':

*The Employer agrees that an employee classified as 'All other Employees' will not be engaged to perform work in a classification more senior than one which aligns to a Support Services Employee Level 1 under the Award.*

- (xi) With respect to Ordinary Hours of Work – Spread of Hours (Clause 46.5 and 46.6 and 46.7 pp. 44-55)

*The Employer agrees that an employee classified as 'Management & Administrative Officers' or 'Health and Allied Services and Dental Assistants,' will not be required to perform so many ordinary hours of work beyond 6:00am – 6:00pm Monday to Friday that the employee would be better off overall under the Award.*

*The Employer agrees to reconcile an employee's wages as compared against the Award on a six-monthly basis.*

*The reconciliation will occur at the Employer's initiative and must result in the employee being "better off overall" when compared to the Award.*

*If, as a result of the reconciliation, the employee is not "better off overall" when compared to the Award, the Employer will be required to top up the employee to an amount that is better than the position under the Award*

- (xii) With respect to Casual Overtime (Clause 22.4), pp. 24)

*The Employer agrees that a casual employee will not be required to perform so many ordinary hours of work beyond 6:00am – 6:00pm Monday to Friday or in excess of 10 hours per day that the employee would be better off overall under the Award.*



*The Employer agrees to reconcile an employee's wages as compared against the Award on a six-monthly basis.*

*The reconciliation will occur at the Employer's initiative and must result in the employee being "better off overall" when compared to the Award.*

*If, as a result of the reconciliation, the employee is not "better off overall" when compared to the Award, the Employer will be required to top up the employee to an amount that is better than the position under the Award.*

- (xiii) With respect to where an Employee does not provide the requisite notice (Clause 27.3), pp. 29)

*Where an Employee fails to give the notice specified in clause 27.3 of the Agreement, the Employer has the right to withhold monies due to the employee to a maximum amount equal to one (1) weeks' pay.*

- (xiv) With respect to Overtime in Lieu (**TOIL**) (Clause 51), pp. 48)

*Where an employee's employment terminates and time off in lieu for overtime worked by the employee has not been taken, the Employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked*

- (xv) With respect to rates of pay for Management and Administrative Officers (Section 1 of Schedule E), pp.146)

*The Employer agrees that Employees who are engaged to perform the duties of Management and Administrative Officers Grade 11 to 13 (inclusive) will be paid no less than the rates prescribed below.*

Classification	FFPPOA 8-June-18	FFPPOA 1-Jul-18	FFPPOA 1-Jul-19	FFPPOA 1-Jul-20	FFPPOA 1-Jul-21
Grade 11	\$2,631.40	\$2,710.00	\$2,791.00	\$2,874.40	\$2,931.70
Grade 12	\$2,641.40	\$2,720.00	\$2,801.00	\$2,884.40	\$2,941.70
Grade 13	\$2,651.40	\$2,730.00	\$2,811.00	\$2,894.40	\$2,951.70



**Stuart McCullough**  
**Chief Executive Officer**  
**10 May 2019**