



DECISION

Fair Work Act 2009

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

Victorian Hospitals' Industrial Association
(AG2026/1323)

HEALTH AND ALLIED SERVICES, MANAGERS AND ADMINISTRATIVE WORKERS (VICTORIAN PUBLIC SECTOR) (SINGLE INTEREST EMPLOYERS) ENTERPRISE AGREEMENT 2025- 2027

Health and welfare services

COMMISSIONER YILMAZ

MELBOURNE, 24 JUNE 2026

*Health and Allied Services, Managers and Administrative Workers (Victorian Public Sector)
(Single Interest Employers) Enterprise Agreement 2025-2027*

[1] An application has been made for approval of an enterprise agreement known as the *Health and Allied Services, Managers and Administrative Workers (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2025-2027* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Victorian Hospitals' Industrial Association. The Agreement is a multi-enterprise agreement, covering 77 employees listed in Annexure A.

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

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 are relevant to this application for approval and have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in ss.186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

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

[5] The Agreement is approved and in accordance with s.54, will operate from 1 July 2026. The nominal expiry date of the Agreement is 31 December 2027.



COMMISSIONER

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Annexure A

NO.	ABN	LEGAL NAME	LISTED IN PROPOSED AGREEMENT
1	31 569 743 618	Albury Wodonga Health	Albury Wodonga Health
2	60 130 305 561	Alexandra District Health	Alexandra District Health
3	14 484 712 285	Alpine Health	Alpine Health
4	96 237 388 063	Austin Health	Austin Health
5	99 640 620 478	Bairnsdale Regional Health Service	Bairnsdale Regional Health Service
6	45 877 249 165	Barwon Health	Barwon Health
7	52 892 860 159	Bayside Health	Bayside Health
8	54 754 317 520	Beaufort and Skipton Health Service	Beaufort and Skipton Health Service
9	66 925 509 211	Beechworth Health Service	Beechworth Health Service
10	96 078 399 891	Benalla Health	Benalla Health
11	26 875 445 912	Bendigo Health	Bendigo Health
12	61 440 342 041	Boort District Health	Boort District Health
13	81 105 303 704	Calvary Health Care Bethlehem Limited	Calvary Health Care Bethlehem Limited
14	85 050 485 681	Central Gippsland Health Service	Central Gippsland Health Service
15	31 793 115 158	Central Highlands Rural Health	Central Highlands Rural Health
16	44 332 472 725	Cohuna District Hospital	Cohuna District Hospital
17	39 087 165 191	Colac Area Health	Colac Area Health
18	46 293 595 391	Corryong Health	Corryong Health
19	14 428 357 750	Darlingford Upper Goulburn Nursing Home	Darlingford Upper Goulburn Nursing Home
20	55 264 981 997	Oral Health Victoria	Oral Health Victoria
21	93 073 879 138	Dhelkaya Health	Dhelkaya Health
22	93 473 547 006	East Grampians Health Service	East Grampians Health Service
23	91 424 920 693	East Wimmera Health Service	East Wimmera Health Service
24	68 223 819 017	Eastern Health	Eastern Health
25	30 490 690 530	Echuca Regional Health	Echuca Regional Health
26	69 541 423 898	Goulburn Valley Health	Goulburn Valley Health
27	39 089 584 391	Grampians Health	Grampians Health
28	29 191 876 319	Great Ocean Road Health	Great Ocean Road Health
29	28 087 208 309	Health Purchasing Victoria	HealthShare Victoria
30	22 808 993 283	Heathcote Health	Heathcote Health
31	12 766 864 906	Hesse Rural Health Service	Hesse Rural Health Service
32	13 439 112 909	Heywood Rural Health	Heywood Rural Health
33	24 413 439 986	Glenview Health Inc	Glenview Health
34	59 289 296 574	Inglewood & Districts Health Service	Inglewood & Districts Health Service
35	43 863 112 728	Kerang District Health	Kerang District Health
36	40 003 759 225	Kyabram and District Health Service	Kyabram and District Health Service

NO.	ABN	LEGAL NAME	LISTED IN PROPOSED AGREEMENT
37	18 128 843 652	Latrobe Regional Health	Latrobe Regional Health
38	43 518 931 864	Mallee Track Health and Community Service	Mallee Track Health and Community Service
39	65 866 548 895	Mansfield District Hospital	Mansfield District Hospital
40	81 511 515 955	Maryborough District Health Service	Maryborough District Health Service
41	73 802 706 972	Melbourne Health	Melbourne Health
42	74 762 230 429	Mercy Hospitals Victoria Ltd	Mercy Hospitals Victoria Limited
43	73 543 496 421	Mildura Base Public Hospital	Mildura Base Public Hospital
44	82 142 080 338	Monash Health	Monash Health
45	30 586 278 991	Moyne Health Services	Moyne Health Services
46	24 620 742 736	NCN Health	NCN Health
47	13 157 273 279	Northeast Health Wangaratta	Northeast Health Wangaratta
48	42 986 169 981	Northern Health	Northern Health
49	24 479 149 504	Omeo District Hospital	Omeo District Hospital
50	13 010 280 446	Orbost Regional Health	Orbost Regional Health
51	42 100 504 883	Peter MacCallum Cancer Institute	Peter MacCallum Cancer Institute (Trading as Peter MacCallum Cancer Centre)
52	19 736 725 377	Portland District Health	Portland District Health
53	84 309 800 184	Red Cliffs and Community Aged Care Services Inc	Red Cliffs and Community Aged Care Services Inc (Trading as Jacaranda Village)
54	74 121 263 545	Respect Group Limited	Respect Group Limited (Lyndoch Living Residential Aged Care Facility only)
55	58 413 230 512	Robinvale District Health Services	Robinvale District Health Services
56	76 670 975 935	Rochester & Elmore District Health Service	Rochester & Elmore District Health Service
57	81 863 814 677	Royal Victorian Eye & Ear Hospital	Royal Victorian Eye & Ear Hospital
58	23 976 871 636	Rural Northwest Health	Rural Northwest Health
59	91 289 605 355	Seymour Health	Seymour Health
60	35 364 836 505	South Gippsland Hospital	South Gippsland Hospital
61	41 189 754 233	South West Healthcare	South West Healthcare
62	22 052 110 755	St. Vincent's Hospital (Melbourne) Limited	St. Vincent's Hospital (Melbourne) Limited
63	24 314 338 210	Swan Hill District Health	Swan Hill District Health
64	30 043 875 294	Tallangatta Health Service	Tallangatta Health Service
65	43 323 722 091	Terang and Mortlake Health Services	Terang and Mortlake Health Services
66	23 237 300 347	The Queen Elizabeth Centre	The Queen Elizabeth Centre
67	35 655 720 546	The Royal Children's Hospital	The Royal Children's Hospital
68	62 787 822 077	The Royal Womens Hospital	The Royal Women's Hospital

NO.	ABN	LEGAL NAME	LISTED IN PROPOSED AGREEMENT
69	44 836 142 460	Timboon & District Health Care Service	Timboon & District Healthcare Service
70	38 630 063 750	Tweddle Child & Family Health Service	Tweddle Child & Family Health Service
71	39 261 883 406	West Gippsland Healthcare Group	West Gippsland Healthcare Group
72	50 275 032 704	West Wimmera Health Service	West Wimmera Health Service
73	47 616 976 917	Western District Health Service	Western District Health Service
74	61 166 735 672	Western Health	Western Health
75	23 682 798 533	Yarram and District Health Service	Yarram and District Health Service
76	32 983 213 307	Yarrawonga Health	Yarrawonga Health
77	89 549 896 178	Yea & District Memorial Hospital	Yea & District Memorial Hospital

Annexure B

THE FAIR WORK COMMISSION

FWC Matter No.: AG2026/1323

Applicant: Victorian Hospitals' Industrial Association

Section 185 – Application for approval of a multi-enterprise agreement

Undertaking – Section 190

I, Stuart McCullough, Chief Executive Officer, have the authority given to me by the Victorian Hospitals' Industrial Association give the following undertakings with respect to the Health and Allied Services, Managers and Administrative Workers (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2025 - 2027 ("the Agreement"):

Undertaking 1 – Casual Shift Allowances

The Employer undertakes that, notwithstanding any other provision of the Agreement:

1. Application

This undertaking applies only to casual employees classified as:

- (a) Pathology Collector Grade 1;
- (b) Dental Assistants employed at Oral Health Victoria (OHV)
 - Trainee Dental Assistant;
 - Dental Assistant Grade 1;
 - Dental Assistant Grade 2.1;
- (c) Dental Assistants not employed at OHV
 - Trainee Dental Assistant;
 - Dental Assistant Grade 1;
 - Dental Assistant Grade 2.1 and
 - Dental Assistant Grade 2.2.

2. Morning and afternoon shifts

Where a casual employee in one of the classifications listed above performs a morning or afternoon shift, the employee will be paid the greater of:

- (a) the casual hourly rate payable under the Agreement plus any applicable shift allowance;
or
- (b) 140% of the applicable minimum hourly rate under the Health Professionals and Support Services Award 2020 (inclusive of casual loading).

3. No broader application

This undertaking:

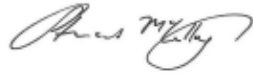
- (a) applies only to morning and afternoon shifts;
- (b) does not apply to night shifts, weekend shifts or public holiday shifts; and
- (c) does not apply to any classifications other than those expressly listed in paragraph 1.

Undertaking 2 – Casual Public Holiday Rate

The Employer undertakes that, notwithstanding any other provision of the Agreement:

1. A casual employee who performs work on a public holiday will be paid at the rate of 225% of the employee's ordinary hourly rate, inclusive of casual loading.

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



Signature _____

Date 23/06/2026

Health and Allied Services, Managers and Administrative Workers (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2025-2027

SECTION 1 – COMMON TERMS

1. Agreement Title

This Agreement will be known as the Health and Allied Services, Managers and Administrative Workers (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2025-2027.

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3. Arrangement of the Agreement

This Agreement is made up of:

- 3.1 Section 1 (Common Terms);
- 3.2 Section 2 (Health and Allied Services Employees and Dental Assistants); and
- 3.3 Section 3 (Managers and Administrative Workers).

PART A – GENERAL TERMS

4. Application of this Section

The terms and conditions contained in Section 1 of this Agreement apply equally to all Employees, except where expressly excluded.

5. Incidence & Coverage

This Agreement covers:

- 5.1 the Employers;
- 5.2 all Employees;
- 5.3 the HWU if it is named by the Commission as a party covered by the Agreement.

5.4 Classifying Employees

- (a) The parties acknowledge that a number of other enterprise agreements apply within the Employers covering specific professional, clinical, technical and trade occupations.
- (b) When determining the appropriate industrial instrument for an employee or role, Employers will have regard to the coverage provisions of all relevant enterprise agreements to ensure employees are engaged under the appropriate agreement.
- (c) Nothing in this clause creates an obligation to classify any employee in a particular way.

6. Definitions

6.1 In this Section 1:

- (a) **Act** means the *Fair Work Act 2009* (Cth).
- (b) **Adoption** includes the placement of a child (as defined in clause 62.2 (Parental Leave)) by permanent care order and includes kinship care where it is comparable to adoption, having regard for all the circumstances.
- (c) **Agreement** means the *Health and Allied Services, Managers and Administrative Workers (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2025-2027*.

- (d) **AIC** means the applicable agreement implementation committee continuing or established under clause 74.10.
- (e) **Base rate of pay** means the rate of pay payable to an Employee in accordance with **Schedule 2B** and **Schedule 3B** for their ordinary hours of work, but not including any incentive-based payments and bonuses, loadings, allowances, overtime, penalty rates or any other separately identifiable amounts.
- (f) **Commission** means the Fair Work Commission or any successor body.
- (g) **Dental Assistant** means an Employee classified in accordance with Part 2 of **Schedule 2D** of this Agreement, and paid pursuant to Part 2 of **Schedule 2B**.
- (h) **Department Head** means a person responsible for a department or section of the hospital or health service covered by this Agreement.
- (i) **Department** refers to Employees within a department who are covered by this Agreement.
- (j) **Designated Work Group** means a group of Employees within a workplace that are entitled to elect an HSR/s in accordance with the OHS Act.
- (k) **DH** means the Department of Health
- (l) **OHV** means Oral Health Victoria.
- (m) **Employee** means a person employed by an Employer listed in **Schedule 1A** of this Section 1 who is employed in any of the classifications set out in this Agreement, other than:
 - (i) employees employed solely or predominantly in the provision of public mental health services; and
 - (ii) Employees employed pursuant to Health Executive Employment and Remuneration Policy.
- (n) **Employer** means each organisation listed in **Schedule 1A**.
- (o) **Employer Organisation** means an organisation of Employers, which would specifically include the VHIA.
- (p) **FFPPOA** means first full pay period on or after.
- (q) **Health and Allied Services Employee** means an Employee classified in accordance with Part 1 of **Schedule 2D** of this Agreement, and paid pursuant to Part 1 of **Schedule 2B**.
- (r) **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.
- (s) **HWU Delegate** has the same meaning as HWU Representative or Job Representative.
- (t) **HWU** or **Union** means Health Services Union acting through the Victoria No 1 Branch, trading as the “Health Workers Union”.
- (u) **Immediate Family** means:

- (i) a spouse (including a former spouse, a de facto partner and a former de facto partner) of the Employee. A de facto partner means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes);
- (ii) a child or an adult child (including an adopted child, a step child, a current foster child of the Employee or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee or of the Employee's spouse.
- (v) **Manager and Administrative Worker** means an Employee classified in accordance with Part 1 of **Schedule 3D** or Part 2 of **Schedule 3D** of this Agreement.
- (w) **Medical certificate** means a certificate from a medical practitioner.
- (x) **Medical practitioner** means a person registered as a medical practitioner by the Medical Board of Australia.
- (y) **Modern Award** means the Health Professionals and Support Services Award 2020.
- (z) **National Employment Standards** or **NES** means Part 2-2 of the Act as amended from time to time.
- (aa) **not employed by Royal Women's Hospital or Royal Children's Hospital** means classified under Part 1 of Schedule 3D.
- (bb) **OHS Act** means the *Occupational Health and Safety Act 2004* (Vic) as varied from time to time, or any successor to that Act.
- (cc) **Party** means the Employer, Employees and the HWU who are covered by this Agreement.
- (dd) **School age**, in relation to a child, means the age at which the child is required by law to attend school.
- (ee) **Spouse** includes a former spouse.
- (ff) **VHIA** means the Victorian Hospitals' Industrial Association.
- (gg) **WIRC Act** means the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic), or if applicable in the particular situation the *Accident Compensation Act 1985* (Vic) or the *Workers Compensation Act 1958* (Vic).

7. Commencement Date and Period of Operation

- 7.1 This Agreement will come into effect seven days after the date upon which it is approved by the Commission.
- 7.2 The nominal expiry date of this Agreement is 31 December 2027.
- 7.3 The Agreement will continue to operate after the nominal expiry date in accordance with the provisions of the Act.

8. Relationship to Previous Industrial Instruments

- 8.1** 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.
- 8.2** This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

9. No Extra Claims

- 9.1** The Union, the Employers and the Employees acknowledge and agree that:
- (a) this Agreement settles all claims in relation to the terms and conditions of employment of the Employees to whom it applies including all Union and Employer claims made before and during the negotiations leading to the making of this Agreement (whether or not those claims were matters at issue during the bargaining period); and
 - (b) except as otherwise indicated herein this Agreement sets out and is intended to set out comprehensively, all of the terms and conditions of employment of the Employees whose employment is subject to the Agreement; and
 - (c) they will not pursue any extra claims during the term of this Agreement; and
 - (d) Nothing in this clause is intended to be inconsistent with the Act or remove the ability for this Agreement to be varied in accordance with the Act.
- 9.2** Subject to an Employer meeting its obligations to consult arising under this Agreement or a relevant contract of employment, it is not the intention of subclause 9.1(c) to inhibit, limit or restrict an Employer's right or ability to introduce change at the workplace.

9.3 Replacement Agreement

The parties will, no later than six (6) months prior to the nominal expiry date of this Agreement, commence negotiations for a replacement Agreement. Provided that any claim made by a person covered by this Agreement during this period is not supported by industrial action, subclause 9.1(c) does not prevent a person covered by this Agreement from making a claim during the six month period (or such earlier period as may be agreed) prior to the nominal expiry date of this Agreement. Such discussions will be undertaken in good faith for the purpose of concluding a replacement agreement to this Agreement to operate from the nominal expiry date of this Agreement.

10. Central Implementation Committee

- 10.1** A Central Implementation Committee (**CIC**) will be established comprising representatives of the HWU, VHIA and the Department of Health to oversee and, as far as practicable, resolve disputes regarding:

- (a) agreement implementation; and
- (b) this Agreement;

that cannot be resolved at the local level, without limiting the Dispute Resolution Procedure in this Agreement.

10.2 The CIC will continue to operate throughout the life of the Agreement.

10.3 Each Employer will make available to the CIC information reasonably necessary to fulfil the objectives in subclauses 10.1(a) and (b) above.

10.4 The parties agree the following matters will form part of the work of the CIC during the life of the Agreement:

- (a) implementation of the Agreement;
- (b) monitoring the achievement of employment diversity targets in-line with the DH Aboriginal Employment Strategy 2016-2021 and DH Disability Employment Strategy 2016-2021 (or their successors);
- (c) monitoring Workforce Mobility, Skills and Capability Development across the Victorian Public Health Sector, including the implementation of Workplace Trainer/Careers Advisors and associated initiatives;
- (d) Discussing outcomes related to 'Focus Area 5: Leverage digital, data and technology solutions' of the Victorian Health Workforce Strategy 2024;
- (e) Exploring the feasibility of translating the Agreement into multiple languages, with a view to improving accessibility and understanding for Employees from diverse linguistic backgrounds;
- (f) Discuss Managers and Administrative Workers Classification descriptors review to be conducted by an agreed independent chair, who will assess existing structure and make recommendations for change, including identification of costs against the recommendations, for government consideration;
- (g) Discuss analysis during the life of the enterprise agreement to support Government decision making regarding additional FTE requirements for Security Officers and Theatre Technicians;
- (h) Discuss the Employee workload review to be conducted by an agreed independent chair, who will make recommendations for change, including identification of costs against the recommendations, for government consideration; and
- (i) Explore opportunities to transition casual workforce to permanent employment.

11. Section 2 Employees – Wage Review

11.1 Gender based undervaluation proceedings

- (a) Through proceedings known as the Gender-based Undervaluation – Priority Awards review (AM2024/19 – 23) the Commission has considered whether

identified classifications in five modern awards have been the subject of gender-based undervaluation.

- (b) On 24 December 2025 the Commission published a Decision in the matter, which included among other things a finding that the work of Dental Assistants and Pathology Collectors (**Affected Classifications**) covered by the Modern Award have been the subject of gender-based undervaluation (AM2024/20).
- (c) An outcome of the gender-based undervaluation review by the Commission was a decision that requires Modern Award wage rates of Affected Classifications to be increased during the life of this Agreement to remedy the gender-based undervaluation (**the Modern Award Increase Decision**).

11.2 Wage review working group

- (a) The parties agree to establish a working group to review Affected Employees' wage rates.
- (b) The working group must include representatives of HWU and VHIA (on behalf of Employers).
- (c) The working group will be responsible for delivering the following outcomes:
 - (i) Identifying the impact of the Modern Award Increase Decision on the classification structures and wage rates of Affected Employees in this Agreement; and
 - (ii) Identifying the extent to which the wage rates of Affected Employees in this Agreement would need to be adjusted to maintain relativity with the Modern Award
 - (iii) Identifying all possible options in relation to a gender equity wage uplift for Affected Employees, having regard to each of the considerations at clause 11.3; and
 - (iv) Jointly presenting a range of options as identified in clause 11.2(c)(iii) to the Victorian Government for consideration and approval.
- (d) The working group will be chaired and facilitated by an independent third party agreed by the parties, or where agreement cannot be reached on the independent third party, by a person nominated by the Minister of Health. The working group will meet on a monthly basis to progress the outcomes listed above and agree the review will be completed within 12 months of it commencing.

11.3 Working Group considerations

- (a) It is agreed by the parties that the working group will have regard to the following considerations when developing the joint options at 11.2(c)(iv):
 - (i) Employee recruitment and retention;
 - (ii) Relativity with the Modern Award at both the time the Agreement commenced and the time the Modern Award Increase Decision was handed down;

- (iii) Relativity within and between the classification structures for Affected Employees as at both the time the Agreement commenced and the time the Modern Award Increase Decision was handed down;
- (iv) Career progression;
- (v) any other wage increases arising from FWC decisions;
- (vi) Financial implications for Employers and Government.

11.4 Requests for information

The parties agree to the sharing of relevant information that would assist the working party to progress the outcomes listed above. This information will be provided in a timely manner. Relevant information/data may include, but is not limited to, data relating to EFT and headcount of Affected Employees.

11.5 Setting of new wage rates

Approved wage rates following review

- (a) Subject to the Victorian Government's final approval of one of the presented gender equity wage uplift options for Affected Employees following the review, the agreement will be binding on the parties to the Agreement, and will apply in lieu of the current wage rates for Affected Employees, to the extent it is more beneficial.

No diminution of entitlements

- (b) No Employee will experience a diminution of any entitlements they held immediately before the outcome of this review and subsequent consideration and approval of a Government approved gender equity uplift proposal.
- (c) Nothing in this clause 11 is intended to affect the obligations of Employers under s 206 of the Act. For the avoidance of doubt, should increases to the Award which exceed Agreement rates take effect before the gender equity wage uplift for Affected Employees is determined under this clause 11, Employers are required to immediately ensure compliance with such increases as required under s 206 of the Act.

Variation of agreement

- (d) The parties will give consideration to formally varying the Agreement in accordance with Part 2-4 of the Act to reflect any approved gender equity uplift for Affected Employees which applies in accordance with 11.5(a). For the avoidance of doubt, such a variation is not a requirement and does not otherwise affect the binding nature of the agreement described at 11.5(a).

11.6 Resolution of disputes

Any dispute about the procedures outlined in this clause, which for clarity's sake does not include any government consideration or approval, may be referred by a party to the dispute to the Commission for conciliation, and, if the matter remains unresolved, arbitration.

12. Anti-Discrimination

- 12.1** Those covered by this Agreement respect and value the diversity of the workforce and protection against unfair treatment and discrimination on the basis of race, colour, sex, sexual orientation, breastfeeding, gender identity, intersex status, an experience of family or domestic violence, age, physical or mental disability, marital status, family or carer responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 12.2** Those covered by this Agreement must make every reasonable endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly unlawfully discriminatory in their effects.
- 12.3** Nothing in this clause is to be taken to affect:
- (a) any different treatment (or treatment having different effects) which is specifically exempted under Commonwealth or State anti-discrimination legislation;
 - (b) an Employee, Employer or registered organisation pursuing matters of discrimination in any State or Federal jurisdiction, including any application to the Australian Human Rights Commission; or
 - (c) the exemptions in section 351(2) of the Act.

13. Multi-cultural awareness

- 13.1** Victoria is a diverse and multicultural community, which is reflected in the patients and employees of health services.
- 13.2** The parties are committed to a workplace and society free from cultural insensitivity.
- 13.3** To this end, to prevent cultural misunderstandings and foster more harmonious workplaces that are sensitive to the needs of our diverse community, the parties agree to increased awareness of Employees in cultural customs and cross-cultural communication.

14. Individual Flexibility Arrangement

- 14.1** An Employer and Employee covered by this Agreement may, after an Employee has commenced employment, agree to make an individual flexibility arrangement (IFA) to vary the effect of terms of the Agreement if:
- (a) the IFA deals with one (1) or more of the following matters:
 - (i) when work is performed;
 - (ii) breaks between successive shifts;
 - (iii) On Call, specifically to address remaining on-site overnight for the On Call period;
 - (iv) overtime rates;
 - (v) penalty rates;

- (vi) allowances; and/or
 - (vii) leave loading; and
 - (b) the IFA meets the genuine needs of the Employer and Employee in relation to one (1) or more of the matters mentioned in subclause 14.1(a); and
 - (c) the IFA is genuinely agreed by the Employer and Employee, without duress or coercion.
- 14.2** The Employee may appoint a representative for the purposes of the procedure in this clause 14, including the Union. Except as provided in subclause 14.6(c), the IFA must not require the approval or consent of a person other than the Employer and the individual Employee.
- 14.3** The Employer must ensure that the terms of the IFA:
- (a) are about permitted matters under section 172 of the Act;
 - (b) are not unlawful terms under section 194 of the Act; and
 - (c) result in the Employee being better off overall than the Employee would be if no IFA was made.
- 14.4** An Employer who wishes to initiate the making of an individual flexibility arrangement must give the Employee a written proposal.
- 14.5** Where the Employee's understanding of written English is limited, the Employer will take measures, including providing a translation in an appropriate language, to ensure the Employee understands the proposed IFA.
- 14.6** The Employer must ensure that the IFA:
- (a) is in writing;
 - (b) includes the name of the Employer and Employee;
 - (c) is signed by the Employer and the Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;
 - (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the IFA;
 - (ii) how the IFA will vary the effect of the terms; and
 - (e) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the IFA; and
 - (f) states the date the IFA commences.
- 14.7** An IFA 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.
- 14.8** The Employer must give the Employee a copy of the IFA within 14 days after it is agreed to and keep a copy as a time and wages record.

- 14.9** The Employer or Employee may terminate the IFA:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the Employer and Employee agree in writing - at any time.

15. Police Check/Certificate

15.1 Requirement to obtain and maintain Police Check/Certificate

Where an Employee is required to possess a valid Police Check/Certificate in accordance with legislation, it is a condition of the Employee's employment that they are required to obtain and maintain their own valid Police Check/Certificate.

15.2 Dispute

In the event of a dispute as to whether an Employee is required to possess a valid Police Check/Certificate in accordance with legislation, it will be resolved in accordance with clause 19 (Dispute Resolution Procedure).

16. Working with Children Check

16.1 Requirement to obtain and maintain Working with Children Check

Where an Employee is required to possess a Working with Children Check in accordance with the *Worker Screening Act 2020* (or its successor), it is a condition of the Employee's employment that they are required to obtain and maintain their own Working with Children Check.

16.2 Dispute

In the event of a dispute as to whether an Employee is required to possess a Working with Children Check in accordance with the *Worker Screening Act 2020* (or its successor), it will be resolved in accordance with clause 19 (Dispute Resolution Procedure).

PART B – CONSULTATION, DISPUTE RESOLUTION AND DISCIPLINE

17. Consultation

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

17.1 Consultation regarding major change

- (a) Where an Employer proposes a Major Change that may have a Significant Effect on an Employee or Employees, the Employer will consult with the Affected Employee/s, the HWU, and the Employee's other chosen representative (where relevant) before any proposed change occurs.

- (b) Consultation will, where reasonably practicable, include Consultation with those who are absent on leave including on workers' compensation or parental leave.
- (c) The Employer will take reasonable steps to ensure Employees, HSRs (where relevant) and the HWU can participate effectively in the Consultation process.

17.2 Definitions

Under this clause 17:

- (a) **Consultation** means a genuine opportunity to influence the decision maker, but not joint decision making. It is not merely an announcement as to what is about to happen.
- (b) **Affected Employee** means an Employee on whom a Major Change may have a Significant Effect.
- (c) **Major Change** means a change in the Employer's program, production, organisation, physical workplace, workplace arrangements, structure or technology that is likely to have a Significant Effect on Employees.
- (d) **Significant Effect** includes but is not limited to:
 - (i) termination of employment;
 - (ii) changes in the size, composition or operation of the Employer's workforce (including from outsourcing) or skills required;
 - (iii) alteration of the number of hours worked and/or reduction in remuneration;
 - (iv) changes to an Employee's classification, position description, duties or reporting lines;
 - (v) the need for retraining or relocation/redeployment/transfer to another site or to other work;
 - (vi) removal of an existing amenity; and/or
 - (vii) the removal or reduction of job opportunities, promotion opportunities or job tenure.
- (e) **Measures to mitigate or avert** may include but are not limited to:
 - (i) redeployment;
 - (ii) retraining;
 - (iii) salary maintenance;
 - (iv) job sharing; and/or
 - (v) maintenance of accruals.

17.3 Consultation Steps and Indicative reasonable timeframes

- (a) Consultation includes the steps set out below.
- (b) Timeframes for each step must allow a party to consultation (including a representative) to genuinely participate in an informed way having regard to

all the circumstances including the complexity of the change proposed, and the need for Employees and their representative to meet with each other and consider and discuss the Employer's proposal.

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

Step	Action	Timeframe
1.	Employer provides change impact statement and other written material required by subclause 17.4	
2.	Written response from Employees and / or HWU	Within 14 days of step 1
3.	Consultation Meeting/s convened	Within 7-14 days of step 2 The 'first meeting' at step 3 does not limit the number of meetings for consultation.
4.	Further Employer response (where relevant)	After the conclusion of step 3
5.	Alternative proposal from Employees or HWU	Within 14 days of step 4
6.	Employer to consider alternative proposal/s consistent with the obligation to consult and, if applicable, to arrange further meetings with Employees or HWU prior to advising of the outcome of consultation	Within 14 days of step 5

17.4 Change Impact Statement (Step 1)

- (a) Prior to Consultation required by this clause, the Employer will provide Affected Employee/s and the HWU with a written Change Impact Statement setting out all relevant information including:
- (i) the details of the proposed change;
 - (ii) the reasons for the proposed change;
 - (iii) the possible effect of the proposed change on an Affected Employees'
 - (A) workload; and
 - (B) occupational health and safety matters, such as those set out in clause 84 (Occupational Health & Safety). Where occupational

health and safety impacts are identified, a risk assessment of the potential effects of the change on the health and safety of Employees must be undertaken in consultation with HSRs, and the proposed mitigating actions to be implemented to prevent such effects;

- (iv) the expected benefit of the change;
 - (v) measures the Employer is considering that may mitigate or avert the effects of the proposed change;
 - (vi) if relevant to the proposed change, the existing and proposed position descriptions, including new roles, those of the Affected Employees or managers where reporting lines change;
 - (vii) the right of an affected Employee to have a representative including a HWU representative at any time during the change process; and
 - (viii) other written material relevant to the reasons for the proposed change (such as consultant reports), excluding material that is commercial in confidence or exposes the Employer to unreasonable legal risk or cannot be disclosed under the *Health Services Act 1988* (Vic) or other legislation.
- (b) Any concerns by an Affected Employee or their representative regarding whether the Change Impact Statement complies with clause 17.4 will be raised as soon as practicable and before step 2.

17.5 Employee / HWU response (step 2)

Following receipt of the change impact statement, affected Employees, the HWU and / or other nominated representative/s (if any) may respond in writing to any matter arising from the proposed change.

17.6 Meetings (step 3)

- (a) As part of Consultation, the Employer will meet with the Employee/s, the HWU and other nominated representative/s (if any) to discuss:
- (i) the proposed change;
 - (ii) proposals to mitigate or avert the impact of the proposed change; and
 - (iii) any matter identified in the written response from the affected Employees, the HWU and / or other nominated representative/s (if any).
- (b) To avoid doubt, the 'first meeting' at step 3 does not limit the number of meetings for consultation.

17.7 Employer response (step 4)

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

17.8 Alternative proposal (step 5)

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

17.9 Outcome of consultation (step 6)

The Employer will give prompt and genuine consideration to matters arising from Consultation, including an alternative proposal submitted under subclause 17.8, and will advise the Affected Employees, the HWU and other nominated representative/s (if any) in writing of the outcome of Consultation including:

- (a) whether the Employer intends to proceed with the change proposal;
- (b) any amendment to the change proposal arising from consultation;
- (c) details of any measures to mitigate or avert the effect of the changes on Affected Employees; and
- (d) a summary of how matters that have been raised by Affected Employees, the HWU and their representatives, including any alternative proposal, have been taken into account.

17.10 Consultation disputes

Any dispute regarding the obligations under this clause will be dealt with under the Dispute Resolution Procedure at clause 19.

18. Consultation about Changes to Rosters or Hours of Work

This clause 18 applies where a change to regular rosters or ordinary hours of work (which may impact upon an Employee, particularly in relation to their family and caring responsibilities) does not constitute a 'Major Change' in accordance with subclause 17.2(c).

18.1 Where an Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must:

- (a) notify the relevant Employees of the proposed change; and
- (b) consult with the relevant Employees and their representative/s, if any, about the proposed change as described below.

18.2 As soon as practicable after proposing to introduce the change, the Employer must:

- (a) Discuss with the relevant Employees the introduction of the change, and
- (b) for the purposes of the discussion, provide to the relevant Employees all relevant information about the change, including:
 - (i) the nature of the change and when that change is proposed to commence; and

- (ii) information about what the Employer reasonably believes will be the effects of the change on the relevant Employees; and
 - (iii) information about any other matters that the Employer reasonably believes are likely to affect the relevant Employees; and
 - (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 18.3** However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 18.4** The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees and consider health and safety impacts including fatigue.
- 18.5** In this term **relevant Employees** means the Employee or Employees who may be affected by a change referred to in clause 18.1.
- 18.6** The requirement to consult under this clause 18 does not apply where an Employee has irregular, sporadic, unpredictable working hours, self-rostering or, where permitted, a rotating roster.
- 18.7** The provisions of this clause 18 are to be read in conjunction with the terms of the engagement between the Employer and Employee, and other Agreement provisions concerning the scheduling of work and notice requirements.

19. Dispute Resolution Procedure

19.1 Resolution of disputes and grievances

- (a) For the purpose of this clause 19, a dispute includes a grievance.
- (b) This dispute resolution procedure will apply to any dispute arising in relation to:
 - (i) this Agreement (for the avoidance of doubt, this includes a request for flexible working arrangements or a request for an additional 12 months' parental leave); or
 - (ii) the NES.
- (c) A **Party** for the purposes of this clause is the Employee/s or the Employer that are subject to the dispute, as the context requires.
- (d) A Party to the dispute may choose to be represented at any stage by a representative, including the HWU or employer organisation. A representative, including the HWU or employer organisation on behalf of an Employer, may initiate a dispute.

19.2 Obligations

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

- (b) While the dispute resolution procedure is being conducted work will continue normally according to the usual practice that existed before the dispute, until the dispute is resolved.
- (c) This requirement does not apply where an Employee:
 - (i) has a reasonable concern about an imminent risk to their health or safety;
 - (ii) has advised the Employer of the concern; and
 - (iii) has not unreasonably failed to comply with a direction by the Employer to perform other available work that is safe and appropriate for the Employee to perform.
- (d) No Party to a dispute or person covered by the Agreement will be prejudiced with respect to the resolution of the dispute by continuing work under this clause.

19.3 Dispute settlement facilitation

- (a) Where the chosen representative is another Employee of the Employer, that Employee will be released by the Employer from normal duties as is reasonably necessary to enable them to represent the Employee/s including:
 - (i) investigating the circumstances of the dispute; and
 - (ii) participating in the processes to resolve the dispute, including conciliation and arbitration.
- (b) An Employee who is a Party to the dispute will be released by the Employer from normal duties as is reasonably necessary to enable them to participate in this dispute settling procedure so long as it does not unduly affect the operations of the Employer.

19.4 Discussion of dispute at workplace

- (a) The Parties will attempt to resolve the dispute at the workplace as follows:
 - (i) in the first instance by discussions between the Employee/s and the Employee's supervisor/line manager and/or other relevant representative of the Employer (including a human resources (however described) representative); and
 - (ii) if the dispute is still unresolved, by discussions between the Employee/s and more senior managers (which may include a human resources (however described) representative).

Nothing in this subclause 19.4 prevents the Parties from agreeing, at any time, to conducting their discussions in writing, subject to subclause 19.2.

- (b) The discussions at subclause 19.4(a) will take place within fourteen days or such longer period as mutually agreed, save that agreement will not be unreasonably withheld.

- (c) If a dispute cannot be resolved at the workplace it may be referred by a Party to the dispute or representative to the Commission for conciliation and, if the matter in dispute remains unresolved, arbitration.

19.5 Disputes of a collective character

Disputes of a collective character may be dealt with more expeditiously by an early reference to the Commission. However, no dispute of a collective character may be referred to the Commission directly without a genuine attempt to resolve the dispute at the workplace level.

19.6 Conciliation

- (a) Where a dispute is referred for conciliation, the Commission member will do everything the member deems right and proper to assist the parties to settle the dispute.
- (b) Conciliation before the Commission is complete when:
 - (i) the Parties to the dispute agree that it is settled; or
 - (ii) the Commission member conducting the conciliation, either on their own motion or after an application by a Party, is satisfied there is no likelihood that further conciliation will result in settlement within a reasonable period; or
 - (iii) the parties to the dispute inform the Commission member there is no likelihood the dispute will be settled and the member does not have substantial reason to refuse to regard conciliation as complete.

19.7 Arbitration

- (a) If, when conciliation is complete, the dispute is not settled, either Party may request the Commission proceed to determine the dispute by arbitration.
- (b) The Commission member that conciliated the dispute will not arbitrate the dispute if a party objects to the member doing so.
- (c) Subject to subclause 19.7(d) below, a decision of the Commission is binding upon the persons covered by this Agreement.
- (d) An appeal lies to a Full Bench of the Commission, with the leave of the Full Bench, against a determination of a single member of the Commission made pursuant to this clause.

19.8 Conduct of matters before the Commission

- (a) Subject to any agreement between the Parties to the dispute in relation to a particular dispute or grievance and the provisions of this clause, in dealing with a dispute or grievance through conciliation or arbitration, the Commission will conduct the matter in accordance with sections 577, 578 and Subdivision B of Division 3 of Part 5-1 of the Act.
- (b) For the avoidance of doubt, nothing in this clause 19 affects the operation of section 596 of the Act.

20. Managing Conduct and Performance

See also clause 87 – Reasonable Adjustments for Employees with a Disability.

20.1 Application

- (a) Except as provided at subclause 20.1(e), where an Employer has concerns about:
 - (i) the Conduct of an Employee; or
 - (ii) a Performance issue that may constitute Misconduct,
 the following procedure will apply.
- (b) There are two steps in a disciplinary process under this clause as follows:
 - (i) investigative procedure; and
 - (ii) disciplinary procedure.
- (c) An Employee will be provided a reasonable opportunity to be represented at any time (including by a Union) with respect to all matters set out in this clause.
- (d) The Employer will notify the Employee in accordance with subclause 20.3(b) as soon as practicable following the Employer becoming aware of the alleged concerns at subclause 20.1(a).
- (e) **Exception – Employees who have not completed a minimum period of employment with their Employer**

Where an Employee has not completed a period of employment with their Employer of at least the minimum employment period defined at section 383 of the Act (six months continuous service as defined within the Act unless amended) and the Employer is considering the termination of the Employee's employment, the Employer will:

- (i) provide the concerns in writing to the Employee as soon as practicable following the Employer becoming aware of the alleged concerns;
- (ii) advise the Employee of their right to have a representative, including a Union representative;
- (iii) other than in the case of Serious Misconduct, provide the Employee an opportunity to improve their Performance or Conduct);
- (iv) meet with the Employee (and, where relevant, their representative); and
- (v) consider any explanation by the Employee including any matters raised in mitigation before making a decision to terminate the employment.

The terms of subclauses 20.3 to 20.5 inclusive do not apply to Employees within the scope of the exception in this subclause 20.1(e).

20.2 Definitions

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

- (b) **Misconduct** means an Employee's intentional or negligent failure to abide by or adhere to the standards of conduct expected by the Employer. A Performance issue can be considered misconduct where, despite all reasonably practicable interventions by the Employer, the Employee is unable to fulfil all or part of their job requirements to a satisfactory level.
- (c) **Performance** means the manner in which the Employee fulfils his or her job requirements. The level of performance is determined by an Employee's knowledge, skills, qualifications, abilities and the requirements of the role.
- (d) **Serious misconduct** is as defined under the Act. Currently the Act defines serious misconduct, to include the following conduct of an Employee:
 - (i) wilful or deliberate behaviour that is inconsistent with the continuation of the contract of employment;
 - (ii) conduct that causes serious and imminent risk to:
 - (A) the health or safety of a person; or
 - (B) the reputation, viability or profitability of the employer's business;
 - (iii) engaging in theft, fraud, assault or sexual harassment in the course of the Employee's employment;
 - (iv) being intoxicated at work;
 - (v) refusing to carry out a lawful and reasonable instruction that is consistent with the Employee's contract of employment.

Subclauses 20.2(d)(iii)-(v) do not apply if the Employee is able to show that, in the circumstances, the conduct engaged in by the Employee was not conduct that made employment in the period of notice unreasonable.

20.3 Investigative procedure

- (a) The purpose of an investigative procedure is to conclude whether, on balance, concerns regarding conduct or performance are well-founded and supported by evidence. An investigation procedure must be fair including proper regard to procedural fairness.
- (b) The Employer will:
 - (i) advise the Employee of the concerns and allegations in writing;
 - (ii) provide the Employee with any material which forms the basis of the concerns before seeking a response;
 - (iii) ensure the Employee is provided a reasonable opportunity to answer any concerns including a reasonable time to respond;
 - (iv) advise the Employee of their right to have a representative, including a HWU representative;
 - (v) ensure that the reason for any interview is explained; and
 - (vi) take reasonable steps to investigate the Employee's response.

- (c) Where the Employer has complied with subclause 20.3(b)(i)-(iv) and the Employee does not dispute the concerns, the Employee may opt to decline the opportunity to be interviewed.
- (d) Where the Employee opts to decline the opportunity to be interviewed, the Employee may still raise matters under clause 20.4(c) including matters in mitigation if a disciplinary procedure (see clause 20.4) is proposed.

20.4 Procedure to address poor Performance or Misconduct

- (a) The procedure applies if, following the investigation, the Employer reasonably considers that the Employee's Conduct or Performance may warrant disciplinary steps being taken.
- (b) The Employer will:
 - (i) notify the Employee in writing of the outcome of the investigation process, including the basis of any conclusion; and
 - (ii) provide the Employee with a reasonable opportunity to provide information about the matters in clause 20.4(c).
- (c) In considering whether to take disciplinary action, the Employer will consider:
 - (i) whether there is a valid reason related to the Conduct or Performance of the Employee arising from the investigation justifying disciplinary action;
 - (ii) whether the Employee knew or ought to have known that the Conduct or Performance was below acceptable standards; and
 - (iii) any explanation by the employee relating to Conduct including any matters raised in mitigation.

20.5 Possible outcomes

- (a) Where it is determined that having followed 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 or Performance and the steps shall be recorded on the Employee's personnel file:
 - (i) where the Performance or Conduct issue does not constitute Serious Misconduct:
 - (A) counsel the Employee;
 - (B) give the Employee a first written warning;
 - (C) give the Employee a second written warning in the event that the Employee has previously been given a first warning within the previous 12 months for that course of Conduct;
 - (D) give the Employee a final written warning in the event that the Employee has previously been given a second written warning within the preceding 12 month period for that course of Conduct;
 - (E) terminate the Employee's employment on 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; or

- (ii) where the Performance or Conduct issue does constitute Serious Misconduct:
 - (A) terminate the Employee's employment without notice; or
 - (B) alternatively, issue the Employee with a final warning without following the steps in subclause 20.5(a)(i) above.
- (b) The Employer's decision and a summary of its reasons will be notified to the Employee in writing.
- (c) If after any warning or counselling, a period of 12 months elapses (as relevant) without the Employee repeating a course of Conduct for which the preceding warning or counselling was given, the Employer cannot rely on the preceding warning or counselling for the purpose of issuing a further warning.

20.6 Disputes

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

20.7 Performance Management

- (a) An Employer may undertake performance management to support Employees.
- (b) In this clause 20, **performance management** includes reasonable actions to address performance by identifying performance deficits, the Employer's expected outcomes and performance measures, and strategies to meet those measures including the provision of support and education the Employee may reasonably require. Performance management measures may be included in a performance improvement plan that seeks to address the identified deficits and/or describe the matters which require improvement within a time period that is reasonable in the circumstances.
- (c) In this clause 20, performance management does not include sanctions in addition to those set out at clause 20.5 above.

PART C – TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT

21. Types of Employment

21.1 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.

21.2 At the time of engagement an Employer will inform each Employee of the terms of their engagement, and in particular whether they are to be full-time, regular part-time or casual.

22. Full Time Employment

- 22.1** 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 17 of Section 2 and clause 4 of Section 3 (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.
- 22.2** Subject to the provisions of clause 17 of Section 2 and clause 4 of Section 3 (Hours of Work) a full-time Employee will 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.

23. Regular Part-Time Employment

- 23.1** The Employer may employ regular part-time Employees in any classification covered by the Agreement.
- 23.2** A regular part-time Employee is one who:
- (a) works less than an average of the 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.
- 23.3** Before commencing employment, the Employer and regular part-time Employee will agree in writing on a regular pattern of work; including the:
- (a) number of hours to be worked each week;
 - (b) days of the week the Employee will work; and,
 - (c) starting and finishing times each day.
- 23.4** Any agreed variation to the regular pattern of work prescribed at subclause 23.3, including a variation as a result of an offer made pursuant to subclause 23.10(a), will be recorded in writing.
- 23.5** Regular part-time Employees will be paid 1/38th of the weekly wage rate for their classification pursuant to Schedule 2B or Schedule 3B. All leave entitlements will accrue on a pro-rata basis.
- 23.6** An Employee who does not meet the definition of a regular part-time Employee and who is not full-time will be paid as a casual Employee in accordance with clause 25 (Casual Employment).
- 23.7** Payment in respect of any period of personal leave (where an Employee has an accumulated entitlement) will be made according to the ordinary hours the Employee would have worked on the day or days on which the leave was taken.
- 23.8** Any period of annual leave or personal leave will accrue according to the ordinary hours of work in accordance with the NES.

23.9 Notwithstanding the above, a part-time Employee who is employed on a regular basis for four hours or less per week will be paid according to clause 25 (Casual Employment).

23.10 Additional hours

- (a) A part time Employee may be offered additional hours at the applicable ordinary time rates for the time worked, within the limits prescribed by this Agreement.
- (b) A part-time Employee is entitled to decline an offer of additional ordinary hours.
- (c) Where a part-time Employee is directed by the Employer to work reasonable additional hours, or works hours in excess of 38 in a week, an average of 38 hours a week or the limits prescribed by the Agreement, overtime rates will apply.

24. Part-Time Review of Hours

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

24.2 Where the Employer makes the request under subclause 24.1, at the time of making the request the Employer will also notify the Employee in writing of their obligations under this subclause.

24.3 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.

24.4 A written response will be provided no later than 21 days from the date of a request (by either an Employee or Employer).

24.5 Where the request is refused:

- (a) the written response will include reasons for the refusal.
- (b) an Employee may request that the Employer provides any evidence relied upon in making a determination under this clause.
- (c) where a dispute arises in relation to the response by either an Employer or an Employee, it will be dealt with in accordance with Clause 19 (Dispute Resolution Procedure).

24.6 Where the request is granted, the Employee will be provided with a Letter of Appointment setting out the revised employment arrangements.

25. Casual Employment

- 25.1** An Employee is a casual Employee if they meet the definition of a casual Employee under section 15A of the Act.
- 25.2** Currently the Act defines a casual Employee, in part, as an Employee:
- (a) Whose employment relationship is characterised by an absence of a firm advance commitment to continuing and indefinite work; and
 - (b) Who is entitled to a casual loading or specific rate of pay for casual Employees.
- 25.3** For the purposes of subclause 25.2, whether the employment relationship is characterised by an absence of a firm advance commitment to continuing and indefinite work is to be assessed:
- (a) on the basis of the real substance, practical reality and true nature of the employment relationship; and
 - (b) on the basis that a firm advance commitment can be in the form of:
 - (i) the contract of employment or,
 - (ii) in addition to the terms of that contract, in the form of a mutual understanding or expectation between the Employer and Employee (not rising to the level of a term of that contract or to a variation of any such term); and
 - (c) having regard to, but not limited to, the following considerations (which may indicate the presence, rather than an absence, of such a commitment):
 - (i) whether there is an inability of the Employer to elect to offer, or not offer, work to the Employee;
 - (ii) whether there is an ability of the Employee to elect to accept or reject work (and whether this occurs in practice);
 - (iii) whether, having regard to the nature of the Employer's enterprise, it is reasonably likely that there will be future availability of continuing work in that enterprise of the kind usually performed by the Employee;
 - (iv) whether there are full-time or part-time Employees performing the same kind of work in the Employer's enterprise that is usually performed by the Employee;
 - (v) whether there is a regular pattern of work for the Employee.
- 25.4** Casual Employees will 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.

25.5 A casual Employee will be entitled to receive the appropriate uniform and other allowances.

25.6 The provisions of:

- (a) clause 20 of Section 2 and clause 6 of Section 3 (Overtime)
- (b) clause 73 of Section 1 (Public Holidays);
- (c) clause 56 of Section 1 (Annual Leave);
- (d) clause 58 of Section 1 (Personal/Carer's Leave);
- (e) clause 60 of Section 1 (Compassionate Leave);
- (f) clause 62 of Section 1 (Parental Leave); and

any other clause which expressly states that it does not apply to casual Employees will not apply to casual Employees, except where the relevant clause expressly provides entitlements for casual Employees.

25.7 The 25% loading referred to in subclause 25.4(a) and one third of the 75% loading referred to in subclause 25.4(b) (i.e. 25% of the amount equal to 1/38th of the weekly wage rate) (Casual Loading) are paid instead of the paid entitlements of full-time and part-time Employees whether arising under the provisions referred to in subclause 25.6 or under the NES. In the event that an Employee receives the Casual Loading in respect of a period in which they are subsequently determined to be a full-time or part-time Employee, the Employer will be entitled to set off the amount of the Casual Loading against any amounts owing for paid entitlements whether arising under the provisions referred to in subclause 25.6 or under the NES.

26. Casual Conversion

26.1 Employee requests

- (a) A casual Employee may make a request of an Employer under this clause if:
 - (i) the Employee has been employed by the Employer for a period of at least 6 months beginning the day the employment started;
 - (ii) the Employee believes that they no longer meet the requirements of subsections 15A(1) to (4) of the Act; and
 - (iii) all of the following apply:
 - (A) at the time of the request, the Employee does not have an existing dispute with the Employer relating to a previous casual conversion request being dealt with in accordance with this Agreement or the Act; and
 - (B) in the period of six months before the request is made:
 - i. the Employer has not given the Employee a notice in accordance with subclause 26.4(a) (or the Act) granting a previous casual conversion request;

- ii. the Employer has not given a response to the Employee under clause 26.2 (or the Act) refusing a previous casual conversion request; and
 - iii. the Employee has not had an existing dispute with the Employer relating to a previous casual conversion request resolved in accordance with this Agreement (or the Act).
- (b) The request must:
 - (i) be in writing;
 - (ii) be a request for the Employee to convert:
 - (A) for an Employee that has worked the equivalent of full-time hours or shifts in the period of six months before the request is made – to full-time employment; or
 - (B) for an Employee that has worked less than the equivalent of full-time hours or shifts in the period of six months before the request is made – to part-time employment that is consistent with the hours or shifts worked during that period; and
 - (iii) be given to the Employer.

26.2 Employer must give a response

The Employer must give the Employee a written response to the request made under clause 26.1 within 21 days after the request is given to the Employer, stating whether the Employer grants or refuses the request.

26.3 Refusals of requests

- (a) The Employer must not refuse the request unless:
 - (i) the Employer has consulted the Employee;
 - (ii) there are reasonable grounds to refuse the request; and
 - (iii) the reasonable grounds are based on facts that are known, or reasonably foreseeable, at the time of refusing the request.
- (b) Without limiting subclause 26.3(a), reasonable grounds for refusing a request include the following:
 - (i) it would require a significant adjustment to the Employee's hours of work in order for the Employee to be employed as a full-time Employee or part-time Employee;
 - (ii) the Employee's position will cease to exist in the period of 12 months after giving the request;
 - (iii) the hours of work which the Employee is required to perform will be significantly reduced in the period of 12 months after giving the request;
 - (iv) there will be a significant change in either or both of the following in the period of 12 months after giving the request:

- (A) the days on which the Employee's hours of work are required to be performed;
- (B) the times at which the Employee's hours of work are required to be performed;
which cannot be accommodated within the days or times the Employee is available to work during that period;
- (v) the Employee still meets the requirements of subsections 15A(1) to (4) of the Act; and
- (vi) granting the request would not comply with a recruitment or selection process required by or under a law of the Commonwealth or a State or a Territory.
- (c) If the Employer refuses the request, the written response under clause 26.2 must include details of the reasons for the refusal.

26.4 Grants of requests

- (a) If the Employer grants the request, the Employer must, within 21 days after the day the request is given to the Employer, give written notice to the Employee of the following:
 - (i) whether the Employee is converting to full-time employment or part time employment;
 - (ii) the Employee's pattern of hours or shifts after the conversion takes effect; and
 - (iii) the day the Employee's conversion to full-time or part-time employment takes effect.
- (b) However, the Employer must discuss with the Employee the matters the Employer intends to specify for the purposes of subclause 26.4(a)(i)-(iii) before giving the notice.
- (c) The day specified for the purposes of subclause 26.4(a)(iii) must be the first day of the Employee's first full pay period that starts after the day the notice is given, unless the Employee and Employer agree to another day.
- (d) To avoid doubt, the notice may be included in the written response under clause 26.2.

26.5 Effect of conversion

- (a) On and after the day specified in a notice for the purposes of subclause 26.4(a)(iii), an Employee is taken to be a full-time Employee or a part-time Employee of the Employer.
- (b) Casual loading will cease and any benefits relating to permanent employment will commence on the day specified in a notice for the purposes of subclause 26.4(a)(iii).

27. Fixed Term Employment

Fixed term contracts entered into after 6 December 2023 are subject to this clause and Part 2-9, Division 5 of the Act. Where there is any inconsistency between this clause and the Act, the terms of the Act will prevail.

27.1 A fixed term Employee is an Employee who is employed:

- (a) for a specified period of time, which period is known at the commencement of the contract, or
- (b) for a specified task such as a project or replacement of an absent employee; or
- (c) for a fixed period,

which in each case can be terminated earlier than the relevant expiration date in accordance with subclauses 27.6(c) or (d).

27.2 Subject to clause 27.5, fixed term employment will not be used to fill an ongoing position, or offered through consecutive fixed term employment contracts for work that is otherwise ongoing.

27.3 Limitations on the use of fixed term contracts

- (a) Subject to subclause 27.3(b), the following limitations apply to the use of fixed term contracts:
 - (i) the fixed term contract will not be for an employment term of longer than 2 years, including any extensions or renewals;
 - (ii) a fixed term contract will not include an option to extend or renew the Employee's employment more than once, or extend or renew such that employment period would be longer than 2 years; and
 - (iii) the Employer will not offer an Employee a fixed term contract if it is to come into effect after another contract of employment if:
 - (A) the previous contract included a term that provided the contract would terminate at the end of an identifiable period;
 - (B) under the previous contract, the Employee was to perform the same, or substantially similar work to that which they are or would be required to work under the new contract; and
 - (C) at least one of the following applies:
 - i. the previous contract contained an option to extend, and the contract was extended; or
 - ii. the total employment period will now be more than 2 years; or
 - iii. the new contract contains an option to renew or extend; or
 - iv. the previous contract came into effect after another contract which satisfies the requirements of clause 27.3(a)(iii)(A) to

(B) and there was substantial continuity in the employment relationship during the period of the initial contract terminating and the previous contract taking effect.

- (b) The limitations at 27.3(a) do not apply where:
- (i) the Employee is working on a distinct and identifiable task requiring specialised skills not usually available through Employees of the Employer; or
 - (ii) the Employee's engagement is for the duration of a training arrangement; or
 - (iii) the Employee is performing essential work during a peak demand period; or
 - (iv) the Employee is working during emergency circumstances or replacing another Employee who is temporarily absent; or
 - (v) the Employee's income is above the high-income threshold (which is provided for in the Act); or
 - (vi) the Employee's position is partially or fully funded by government funding, which has been granted for a set period which is more than 2 years but is unlikely to be renewed;
 - (vii) the contract relates to a governance position that has a relevant time limit;
 - (viii) a modern award that covers the Employee otherwise allows for the use of a Fixed Term Contract; or
 - (ix) the contract is of a kind prescribed by the FW Regulations.

27.4 Examples of where fixed term employment may be appropriate include:

- (a) Graduate positions;
- (b) Long term WorkCover replacement;
- (c) Special Projects or a body of work with clear parameters determined in advance by the Employer with the intent to deliver a specified outcome within an anticipated timeframe;
- (d) Backfill including for extended leave (such as Parental Leave and Long Service Leave), to support flexible working arrangements, temporary assignment or secondment

Note: In this context, backfill to support flexible working arrangements does not refer to the Employee on the flexible working arrangement, but instead to an arrangement to work hours that arise from a flexible work arrangement that includes a temporary reduction in hours.

27.5 If an Employer and Employee enter into a fixed term contract which is not permitted under this Agreement, the term of the contract that provides that it will terminate at

the end of an identifiable period is taken to have no effect, and the validity of the contract will otherwise not be affected.

27.6 General features of fixed term contracts

- (a) An Employee who continues working in the same role for the Employer following the expiry date of a fixed term contract, may, in accordance with the Act, be deemed a permanent Employee.
- (b) An Employer must specify the rationale for fixed term employment, in the Employee's Letter of Appointment.
- (c) An Employee may terminate the fixed term employment by the giving of notice in accordance with subclause 28 (Notice Period Before Termination) of this Agreement. No notice is required when the contract has reached its expiry date.
- (d) An Employer may terminate a fixed term Employee in accordance with subclauses 20.5(a)(i)(E) (Managing Conduct and Performance – termination on notice), 20.5(a)(ii)(A) (Managing Conduct and Performance – termination for serious misconduct) or 28.1(f) (Notice Period Before Termination / serious misconduct).

27.7 Disputes under this clause

All disputes raised under this clause 27 are to be dealt with in accordance with clause 19 (Dispute Resolution Procedure).

28. Notice Period Before Termination

28.1 Notice Period / Payment in Lieu

- (a) An Employer may terminate the employment of an Employee by providing four weeks' notice in writing.
- (b) The notice required by subclause 28.1(a) will 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) For the purposes of this clause 28.1:
 - (i) 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;
 - (ii) 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; and
 - (iii) 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), except in

respect of any period of continuous service for which notice of termination has already been given or paid.

- (d) An Employer may make payment in lieu of notice for part or all of the notice period. The payment in lieu of notice must equal or exceed the total of all amounts that the Employer would have paid had the Employee's employment continued until the end of the required notice period. That payment must be calculated on the basis of:
 - (i) the Employee's ordinary hours of work (even if not standard hours);
 - (ii) the amounts ordinarily payable to the Employee in respect of those hours, including (for example) allowances, loading and penalties; and
 - (iii) any other amounts payable under the Employee's contract of employment.
- (e) An Employee may terminate their employment by providing four weeks' notice to the Employer in writing. Subclauses 28.1(a) to (d) do not affect an Employer's right to terminate an Employee's employment without notice for serious misconduct.
- (g) Subclauses 28.1(a) to (e) do not apply to:
 - (i) Employees engaged under a fixed term contract;
 - (ii) Employees engaged for a specific period of time or for a specific task or tasks;
 - (iii) trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
 - (iv) casual Employees.

28.2 Time off work during notice period

Where the Employer has given notice of termination to an Employee, an Employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off will be taken at times that are convenient to the Employee after consultation with the Employer.

29. Redundancy and Associated Entitlements

29.1 Arrangement

This clause is arranged as follows:

- (a) Arrangement (subclause 29.1),
- (b) Definitions (subclause 29.2),
- (c) Redeployment (subclause 29.3),
- (d) Support to Affected Employees (subclause 29.4),

- (e) Salary maintenance (subclause 29.5),
- (f) Relocation (subclause 29.6),
- (g) Employee leaving during redundancy notice period (subclause 29.7),
- (h) Employment terminates due to redundancy (subclause 29.8), and
- (i) Exception to application of Victorian Government's policy with respect to severance pay (subclause 29.9)

29.2 Definitions

- (a) **Affected Employee** for this clause 29 means an Employee whose role will be redundant.
- (b) **Comparable role** means an on-going role that:
 - (i) is the same occupation as that of the Affected Employee's redundant position or if not, is in an occupation acceptable to the Affected Employee; and
 - (ii) is either of the following:
 - (A) a position that the Affected Employee is qualified to undertake; or
 - (B) a position that with the reasonable support described at 29.3(g) the Affected Employee could undertake; and
 - (iii) is the same grade as the Affected Employee's redundant position; and
 - (iv) takes into account the number of ordinary hours normally worked by the Affected Employee; and
 - (v) is a Reasonable Distance from the Affected Employee's current work location; and
 - (vi) takes the Affected Employee's personal circumstances, including family responsibilities, into account; and
 - (vii) takes account of health and safety considerations.
- (c) **Consultation** is as defined at clause 17 (Consultation) of this Agreement.
- (d) **Continuity of Service** at subclause 29.9 means that the service of the Employee is treated as unbroken and that the cap on the transfer of personal leave at subclause 58.7 does not apply. However, continuity of service is not broken where an Employer pays out accrued annual leave or long service leave upon termination in accordance with this Agreement.
- (e) **Reasonable Distance** means a distance that has regard to the Employee's original work location, current home address, capacity of the Employee to travel, additional travelling time, effects on the personal circumstances of the affected Employee, including family commitments and responsibilities and other matters raised by the Employee, or assistance provided by their Employer.

- (f) **Redeployment** period means a period of 13 weeks from the time the Employer notifies the Affected Employee in writing that consultation under clause 17 (Consultation) is complete and that the redeployment period has begun.
- (g) **Redundancy** means the Employer no longer requires the Affected Employee's job to be performed by anyone because of changes in the operational requirements of the Employer's enterprise.
- (h) **Relocation** means an Affected Employee is required to move to a different campus as a result of an organisational change on either a temporary or permanent basis.
- (i) **Salary maintenance** means an amount representing the difference between what the Affected Employee was paid immediately prior to the Affected Employee's role being made redundant (taking into account the Employee's average earnings over the previous 12 months or shorter period where there has been a variation in the Employee's contracted hours) and the amount paid in the Affected Employee's new role following redeployment.

29.3 Redeployment

- (a) An Affected Employee whose role will be redundant will be considered for redeployment during the redeployment period.

- (b) **Employee to be advised in writing**

The Affected Employee must be advised in writing of:

- (i) the date the Affected Employee's role is to be redundant,
- (ii) details of the redeployment process,
- (iii) the reasonable support that will be provided in accordance with subclause 29.3(g), and
- (iv) the Affected Employee's rights and obligations.

- (c) **Employer obligations**

The Employer will:

- (i) make every effort to redeploy the Affected Employee to a Comparable Role in terms of classification, grade and income, including appointing a case manager to provide the Affected Employee with support and assistance (including assistance with compiling a CV / resume and undertaking employment search activities such as interview preparation); and
- (ii) take into account the personal circumstances of the Affected Employee, including family commitments and responsibilities; and
- (iii) where the Employer is creating a new role/s substantially similar to the Affected Employee's redundant role; give priority to the redeployment of

an Affected Employee/s to the new position/s before considering applicants that are not Affected Employees.

(d) Employee obligations

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

(e) Rejecting a comparable role

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 29.7.

(f) Temporary alternative duties

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

(g) Support for redeployment

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

- (i) theory training relevant to the clinical area or environment of the role into which the Affected Employee is to be redeployed;
- (ii) a defined period of up to 12 weeks in which the Affected Employee works in a supernumerary capacity;
- (iii) support from Workplace Trainer/Career Advisor;
- (iv) a review at 12 weeks or earlier to determine what, if any, further training is required.

(h) Where no redeployment available

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

(i) Non-Comparable Role

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

29.4 Support to Affected Employees

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

- (a) counselling and support services;
- (b) retraining,
- (c) preparation of job applications;
- (d) interview coaching;
- (e) time off to attend job interviews; and
- (f) funding of independent financial advice for employees eligible to receive a separation package.

29.5 Salary Maintenance

(a) Entitlement to salary maintenance

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

- (i) is a lower grade or increment;
- (ii) involves working fewer hours; and/or
- (iii) removes eligibility for penalties, loadings and the like.

(b) Period of salary maintenance

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

- (i) accepts another position within the salary maintenance period, and
- (ii) is paid in the other position an amount equal to or greater than the role that was made redundant.

(c) Preservation of accrued leave

An Affected Employee entitled to salary maintenance will have their long service leave, annual leave and personal leave accruals preserved before redeployment. Specifically, the value of the leave immediately prior to redeployment will not be reduced as a result of redeployment.

29.6 Relocation

(a) Employer to advise in writing of relocation

As soon as practicable but no less than seven (7) days after a decision is made by the Employer to temporarily or permanently relocate an Affected Employee, the Employer will advise the Affected Employee in writing of the

decision, the proposed timing of the relocation and any other alternatives available to the Affected Employee. In addition, the Employer will:

- (i) ensure the relocation is a Reasonable Distance, unless otherwise agreed;
- (ii) ensure that the Affected Employee is provided with information on the new location's amenities, layout and local operations prior to the relocation, and
- (iii) consult with the HWU regarding the content of such information.

(b) Entitlement to relocation allowance

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

(c) Employee to provide written estimate

The Affected Employee must make a written application to the Employer with a written estimate of the additional travelling cost and other expenses that will be incurred during the period of redeployment, up to a maximum of 12 months.

(d) Payment

- (i) The Employer will pay the Affected Employee a relocation allowance up to \$1900.00 based on the written estimate of the Affected Employee referred to at subclause 29.6(c) where the Employer accepts that estimate represents the additional cost to the Affected Employee. The allowance shall be paid as a lump sum.
- (ii) When considering the Affected Employee's estimate, the Employer may have regard to the Reasonable Distance.
- (iii) In the event of a dispute about the Affected Employee's estimate it will be resolved under clause 19 (Dispute Resolution Procedure).

(e) Exceptions

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

(f) Fixed term employees not excluded

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

29.7 Employee leaving during redundancy notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed in clause 28.
- (b) The employee will remain entitled to receive the severance benefits they would have received under clause 29.8 had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

29.8 Employment terminates due to redundancy

The Victorian Government's policy with respect to public sector redundancy and the entitlements upon termination of employment as a result of redundancy are set out in the Public Sector Industrial Relations Policies 2025. The policy as at the time this Agreement comes into operation applies to Employees but does not form part of this Agreement.

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

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

- (a) is within a Reasonable Distance of the work site of the redundant position; and
- (b) provides Continuity of Service; and
- (c) where the Comparable Role results in a loss of income, salary maintenance at subclause 29.5 will apply; and
- (d) where relevant, consistent with the financial and other support provided to an internal redeployee;

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

30. Transition to Retirement

30.1 Employees may advise their Employer in writing of their intention to retire within the next five years from their Employer and may participate in a transition to retirement arrangement. Subject to this Agreement, a transition to retirement arrangement is a permanent arrangement that is agreed between the Employee and the Employer.

30.2 Transition to retirement arrangements may be proposed. The Employer will provide details of the proposal for the Employee's consideration including any relevant information (including indicative changes to pay) about the implications of the proposal. The Employee will be given a reasonable opportunity to consider the proposal. Employees are encouraged to seek advice regarding the proposal.

30.3 Where a transition to retirement arrangement is agreed, it will be implemented through:

- (a) a flexible working arrangement (see clause 81.1);
- (b) an individual flexibility agreement (see clause 14);
- (c) an agreement in writing between the parties; or
- (d) any combination of the above.

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

- (a) alteration of working hours, e.g. part-time employment, shift pattern;
- (b) a job share arrangement;
- (c) working in a position at a lower status or rate of pay;
- (d) flexible use of Long Service Leave (LSL)

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

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

Examples:

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

or;

- (b) accepting appointment to a role that has a lower hourly rate of pay and/or reduced hours (post transition role), in which case:
 - (i) the Employee will retain the accrual of LSL they had immediately prior to the reduction in their rate of pay and/or hours (preserved LSL). Where LSL is taken, the Employee will be paid LSL hours at the wage rate and/or their hours of work prior to the post transition role until the preserved LSL hours exhausted;

Examples:

1. An Employee's hourly rate of pay is reduced under this subclause (b) from \$35 to \$30. When the Employee takes LSL their LSL will be paid at the rate of \$35 per hour until the preserved LSL is exhausted.
2. An Employee's hours of work are reduced under this subclause (b) from 32 hours per week to 24 hours per week. When the Employee

takes LSL they will be paid for 32 hours of LSL per week until the preserved LSL is exhausted.

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

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

PART D - WAGES

31. Wages and Allowances

- 31.1 The wages over the life of the Agreement are contained in Schedules 2B and 3B.
- 31.2 The allowance rates over the life of the Agreement are contained in Schedules 2C and 3C.
- 31.3 Health and Allied Services Employees, Dental Assistants, and Manager and Administrative Workers Grade 1A – Grade 5 (inclusive) will be entitled to the following increases:
 - (a) from the FFPPOA 16 December 2025:
 - (i) 3% wage increase; plus
 - (ii) 0.5% cost of living allowance; plus
 - (iii) 0.5% retention and productivity allowance.
 - (b) from the FFPPOA 16 December 2026:
 - (i) 3% wage increase; plus
 - (ii) 0.5% cost of living allowance; plus
 - (iii) 0.5% retention and productivity allowance.
 - (c) from the FFPPOA 16 December 2027:
 - (i) 3% wage increase; plus
 - (ii) 0.5% cost of living allowance; plus
 - (iii) 0.5% retention and productivity allowance.
- 31.4 Each of the cost of living allowance of 0.5% and the retention and productivity allowance of 0.5% is not a separately claimable allowance.
- 31.5 Manager and Administrative Workers Grade 6 and above will be entitled to the following wage increases:
 - (a) from the FFPPOA 16 December 2025 – 3%.

- (b) from the FFPPOA 16 December 2026 – 3%.
 - (c) from the FFPPOA 16 December 2027 – 3%.
- 31.6** From the FFPPOA 1 January 2026, Employees classified as a Patient Services Assistant Grade 2 will receive an additional increase to align with the Wage Skill Group 4 rate of pay.
- 31.7** Some rates of pay have had additional increases applied to them to ensure they are not less than the applicable Modern Award wage. These are identified in Schedule 2B of the Agreement with an asterisk symbol.
- 31.8** All Employees will be entitled to the following wage-based allowance increases:
 - (a) from the FFPPOA 1 January 2026 – 3%;
 - (b) from the FFPPOA 1 January 2027 – 3%; and
 - (c) from the FFPPOA 31 December 2027 – 3%.
- 31.9** The rates of pay set out in Schedules 2B and 3B and allowance rates set out in Schedules 2C and 3C will only come into operation on the approval of the Agreement by the Commission in accordance with the Act.

32. Once-off Cash Payment

- 32.1** Full-time Employees who were employed by an Employer on the day the Agreement was made in accordance with section 182 of the Act (**eligibility date**) will be entitled to a once-off cash payment of \$1,500.
- 32.2** The payment at subclause 32.1 will be made on a pro-rata basis for part-time and casual Employees as follows:
 - (a) **Part-time Employee** – the Employee’s contracted hours, save that where the part-time Employee’s ordinary hours fluctuate because the Employee works additional ordinary shifts (but excluding a permanent variation) an average of the Employee’s ordinary hours over:
 - (i) the preceding 12 months; or
 - (ii) the Employee’s period of service where the Employee has less than 12 months service;will apply where this is more favourable to the Employee; or
 - (b) **Casual Employee** – average of the Employee’s ordinary hours of work over the preceding 12 months.
- 32.3 Entitlement for Terminated Employees**

Where an Employee:

 - (a) is employed by an Employer listed in Schedule 1A (**initial employer**) on the eligibility date;
 - (b) their employment with the initial employer is terminated for any reason; and

- (c) commences their employment with another Employer listed in Schedule 1A (**second employer**),

they are entitled to receive the payment outlined in subclause 32.1 from the initial employer. Employees are not entitled to receive a second payment from the second employer.

33. Payment of Wages, Employee Records and Related Matters

33.1 Payment

- (a) Wages will be paid weekly or fortnightly (as determined by the Employer) to the nominated financial institution of each Employee.
- (b) Payment will be made no later than Thursday following the end of the pay period.
- (c) Any deductions from an Employee's pay must be in accordance with legislative requirements.

33.2 Employee Records

(a) Payslip

- (i) The Act and FW Regulations set out an Employer's obligations with respect to pay slips, including but not limited to a requirement to specify:
 - (A) the period to which the pay slip relates;
 - (B) The amount of wages to which the Employee is entitled;
 - (C) If an amount was deducted from the gross amount of the payment, the name or the name and number of the fund or account into which the deduction was paid; and,
 - (D) the net amount for each payment.
- (ii) To the extent reasonably practicable, payslips will record an Employee's accrued annual leave and personal leave.

(b) Records

- (i) The Act and FW Regulations set out an Employer's obligations with respect to record keeping including but not limited to:
 - (A) a requirement to keep a record that sets out any leave the Employee takes and the balance (if any) of the Employee's entitlement to that leave from time to time;
 - (B) the inspection and copying of an Employee record by the Employee or former Employee to whom the record relates; and
 - (C) the requirement to keep accurate Employee records.

(c) Copying and Inspection of Record

- (i) After receiving a request from an Employee (or a former Employee) for a copy or inspection of their Employee record, the Employer must:
 - (A) If the Employee record is kept at the premises at which the Employee works:
 - i. make the copy available to the Employee at the premises within 3 business days, or
 - ii. post a copy to the Employee within 14 days after receiving the request, or
 - (B) If the Employee record is not kept at the premises at which the Employee works, as soon as practicable after receiving the request:
 - i. make the copy available to the Employee at the premises; or
 - ii. post a copy of the Employee record to the Employee or former Employee.
- (ii) For the purpose of this clause, an Employee record includes:
 - (A) any documents or information prescribed by the Act or the FW Regulations;
 - (B) any leave that the Employee takes; and
 - (C) the balance (if any) of the Employee's entitlement to that leave from time to time.

33.3 Underpayment

- (a) 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.
- (b) 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.
- (c) 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.
- (d) If the Employer does not take the action required under subclause 33.3(b) and subclause 33.3(c) above, the Employee will 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 will 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.
- (e) Subclause 33.3(d) 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) where the Employee or Employer disputes whether the monies are owed to the Employee; or
- (iii) where the underpayment is the result of Employee error, which includes, but isn't limited to circumstances where the Employee hasn't complied with the Employer's policies dealing with the completion or approving of timesheets; or
- (iv) where the Employee agrees to defer the correction of the underpayment until the next pay period; or
- (v) if any unforeseen event outside the control of the Employer frustrates their ability to meet the requirements of this clause.

33.4 Payment on termination

- (a) When notice of termination of employment has been given by an Employee, payment of all wages and other monies owing to an Employee will be made to the Employee within seven days of termination.
- (b) When an Employee has been terminated at the Employer's initiative, payment of all wages and other monies owing to an Employee will be made to the Employee on the date of termination. The Employee must provide all information requested by the Employer in relation to salary packaging arrangements as soon as practicable.
- (c) If an Employee is kept waiting for more than one business day after the Employee's date of termination, such Employee will 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. This penalty does not apply when the delay is the result of the Employee not providing information requested by the Employer in relation to salary packaging arrangements or the Employer is completing salary packaging arrangements.

34. Recovery of Overpayments

34.1 Details of overpayment

Where a Health Service determines that an overpayment has occurred, the Health Service shall provide, in writing, to the relevant Employee:

- (a) the total amount of overpayment,
- (b) the reason, if any, for the overpayment (i.e. incorrect application of an allowance),
- (c) when the overpayments have occurred,

- (d) the scope to enter into a repayment arrangement within the limits set by the *Financial Management Act 1994* (currently one tenth of the salary or wages, before any deductions),

34.2 Dispute

Either the Health Service or Employee may refer a dispute about an overpayment, including but not limited to the quantum of the overpayment and/or how it is to be repaid, to the Dispute Resolution clause of this Agreement.

34.3 Other rights

Nothing in this clause affects the rights or obligations of either party under the *Financial Management Act 1994* including but not limited to:

- (a) The Employee's right to apply to the relevant Minister for the weekly amount of the deductions to be reduced, and
- (b) The Employee's right to apply in writing to the relevant Minister to be relieved from all or any of the liability with respect to the repayment of the overpayment.

35. Superannuation

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.

35.1 Definitions

In this clause:

- (a) **default fund** means the Aware Super superannuation fund (or its successor) while it provides a "MySuper product" as defined by the Act.
- (b) **preferred superannuation fund** means a fund that meets the definition of a superannuation fund in the Superannuation Guarantee (Administration) Act 1992 (Cth).

35.2 Existing Employees

Employees will have the choice to nominate that the Employer contributions and their own contributions are made to the Employee's preferred superannuation fund (as defined above).

35.3 New Employees

The Employer will offer to make superannuation contributions on behalf of an Employee to:

- (a) the Employee's preferred superannuation fund;
- (b) Aware Super superannuation funds (or successor); or,
- (c) HESTA (or successor).

35.4 Where new Employee does not nominate fund

- (a) The Employer must check with the ATO that the Employee does not have a stapled fund. If the Employee has a stapled fund, the superannuation contribution must be paid to that fund, not the default fund.
- (b) If the Employee does not nominate a fund, and the ATO does not identify a stapled fund, the Employer will pay the Employee's superannuation contributions to the default fund.

35.5 Calculation of superannuation contributions

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

- (a) ordinary time earnings as defined in the *Superannuation Guarantee (Administration) Act 1992* (Cth) calculated on the Employee's pre salary packaging earnings, and
- (b) any additional amounts consistent with the trust deed of the superannuation fund; and
- (c) parental leave (paid and unpaid) in accordance with subclause 35.7.

35.6 Frequency of contributions

- (a) Up to and including 30 June 2026, the Employer will make superannuation contributions to the superannuation fund nominated by Employees on a monthly basis (each four weeks).
- (b) From 1 July 2026, the Employer will make superannuation contributions to the superannuation fund nominated by Employees on the same day Employees are paid their salaries and wages.

35.7 Superannuation during parental leave

The Employer will make superannuation contributions throughout any period of parental leave, paid or unpaid. Such contributions will be calculated as follows:

- (a) The Employee's ordinary time earnings as defined in the *Superannuation Guarantee (Administration) Act 1992* (Cth) calculated on the Employee's pre salary packaging earnings and any additional amounts consistent with the trust deed of the superannuation fund over 26 full pay periods immediately prior to commencing parental leave and divided by 52 (Weekly Parental Leave Super Contribution);
- (b) The Weekly Parental Leave Super Contribution will be paid during each week of Parental Leave (both paid and unpaid) save that:
 - (i) the Employee will receive a pro rata payment for a period less than one week; and
 - (ii) where, during the period of parental leave (either paid or unpaid), the Employee's rate of pay increases under clause 31, the Employee's pre salary packaging earnings as calculated above will be increased

accordingly from the relevant date and superannuation paid on the increased amount.

35.8 Voluntary contributions

- (a) An Employee may request in writing that an Employer pay on their behalf a specified amount from their post-taxation pay into the Employee's superannuation fund.
- (b) An Employee may adjust the amount the Employee authorises the Employer to pay from their wages from the first of the month following the giving of three months' written notice to the Employer.
- (c) The Employer must pay the amount authorised under clauses 35.8(a) or 35.8(b) no later than 28 days after the end of the month in which the authorised deduction was made.

36. Salary Packaging

36.1 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 the Agreement, may be salary packaged in accordance with the individual Health Service policy on salary packaging.
- (b) The Employee will compensate the Employer from their rate of pay 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 will be borne by the Employee and the Employer will not be liable to make up any benefit lost as a consequence of an Employee's decision to convert to salary.
- (d) The Employee will be responsible for all costs associated with the administration of their salary packaging arrangements, provided that such costs will be confined to reasonable commercial charges levied directly by the external salary packaging provider and/or in-house payroll services (as applicable), as varied from time to time.

36.2 The parties recommend to Employees who are considering salary packaging that they seek independent financial advice. The Employer will not be held responsible in any way for the cost or outcome of any such advice and furthermore, the parties agree that the Employee will pay for any costs associated with salary packaging.

37. Accident Pay

37.1 An Employer will be required to pay, and an Employee will be entitled to receive, accident pay in accordance with this clause 37.

37.2 Definitions

For the purposes of this clause, Injury means any physical or mental injury within the meaning of the WIRC Act, and no injury will give rise to an entitlement to accident pay under this clause unless an entitlement exists under the WIRC Act.

37.3 Accident Pay – Total Incapacity

- (a) Where an Employee is, or is determined to be, totally incapacitated within the meaning of the WIRC Act, the term accident pay means a weekly payment of an amount representing the difference between:
- (i) the total amount of compensation, including allowances, paid to the Employee during the period of incapacity under the WIRC Act for the week; and
 - (ii) 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 will not be taken into account.

37.4 Accident Pay - Partial incapacity

- (a) Where an Employee is partially incapacitated within the meaning of the WIRC 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 WIRC 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 will not be taken into account.

37.5 Payment for part of a week

Where an Employee is incapacitated, either totally or partially, for part of a week, such an Employee will 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 the Agreement will, upon receiving payment of weekly compensation and continuing to receive such payment for incapacity under the WIRC Act, be paid accident pay by their Employer who is liable to pay compensation under the WIRC Act, which liability may be discharged by another person on behalf of the Employer, provided that:
 - (i) Accident pay will 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 subclause 37.6(b) and to the maximum period of payment prescribed elsewhere herein, accident pay will apply only to the period of incapacity after the first two weeks.
 - (ii) Accident pay will 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 WIRC 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 will 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 will 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 will if required provide evidence to the Employer of the continuing payment of weekly payments of compensation.
- (b) Subject to this clause, accident pay will 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 will 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 WIRC 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

The maximum period or aggregate period of accident make-up pay to be made by the Employer will be a total of 39 weeks for any one injury.

37.8 Absences on other than paid leave

An Employee will 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 this Agreement.

37.9 Notice of injury

Following an injury for which they claim to be entitled to receive accident pay, an Employee will 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 will meet the requirements of the WIRC Act for attending medical examinations.
- (b) Where, in accordance with the WIRC 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 will cease from the date of such refusal or failure to commence the work.

37.11 Cessation or redemption of weekly payments

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

37.12 Civil damages

- (a) An Employee receiving or who has received accident pay will advise their Employer of any action they may institute or any claim they make for damages. Further, the Employee will, 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 will 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 will 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 will 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 will 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

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

37.14 Variations in compensation rates

Any changes in compensation rates under the WIRC Act will 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

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

37.16 Commencement

This clause 37 will only apply in respect of incapacity arising from an injury occurring or recurring on or after 3 March 1975.

38. Trainees

A trainee who performs work in classifications covered by this agreement will be employed in accordance with the following principles:

- 38.1** Trainee/Apprentice positions are additional to existing positions. No existing Employee will lose employment as a result of the introduction of trainees. An Employer will not dispense with the services of Employees for the purpose of appointing a trainee/apprentice before or after that appointment.
- 38.2** Training provided will be nationally recognised as appropriate to the occupation or trade into which the trainee or apprentice is to be placed. In the event of State Regulations applying to the qualification/licensing or a state qualification applying in the absence of a national qualification, appropriate Victorian Regulations in relation to registration and/or licensing will be adhered to.
- 38.3** The parties recognise the inherent value of job security for the wellbeing of all classes of Employees and the need to ensure that existing temporary and casual staff are not displaced or alternative employment opportunities of re-deployees are not adversely affected. Furthermore, trainees/apprentices will not be appointed in specific workplace locations where redundancy programs are being targeted at base grade/entry level positions.

- 38.4** Agencies participating in this scheme must see to all occupational health and safety requirements in respect of providing a safe working environment. This is to include orientation processes and workplace supervision.
- 38.5** Each Employer will be required to consult with the HWU on the intake numbers, placement and training arrangements relating to trainees/apprentices. It is intended that such consultation will occur at least four weeks prior to the commencement of trainees/apprentices. Opportunities for HWU participation in induction sessions for new trainees/apprentices will be provided as appropriate. (See also clause 74 (Union Matters)).
- 38.6** All trainees and apprentices will be engaged under an appropriate state or federal traineeship scheme and paid no less than the applicable rates contained in Schedule 2B or 3B of this Agreement or if no rate is specified the applicable base rate under the Modern Award.

39. Juniors

This clause does not apply to Dental Assistants employed by OHV

Junior Employees (who are Employees who are 18 years old or younger) will be paid a percentage of the appropriate rate pursuant to **Schedule 2B** or **Schedule 3B** 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 19, whichever occurs first	100%

PART E – ALLOWANCES AND REIMBURSEMENTS

40. Lead Apron Allowance

- 40.1** An Employee who is required as part of their usual duties to wear a lead apron, is to be paid the Lead Apron Allowance in Schedules 2C and 3C (Allowances) for each shift or part thereof on which the lead apron is worn.
- 40.2** Classifications entitled to this allowance are:
- (a) Theatre Technicians (including Liver Transplant Technologists and Dual Qualified Technicians); and
 - (b) Interpreters and Theatre Technician Managers.

40.3 The Lead Apron allowance is not payable on periods of overtime.

41. Supported Wage System for Employees with a Disability

41.1 Schedule 1B defines the conditions that apply to Employees covered by the Agreement who, because of the effects of a disability, are eligible for a supported wage under the terms of the Agreement.

42. Travelling & Reimbursements

42.1 Employees other than Dental Assistants employed by OHV

- (a) This subclause 42.1 does not apply to Dental Assistants employed by OHV.
- (b) 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.
- (c) An Employee will 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.

(d) Vehicle allowance

Where an Employer requires an Employee to use their own motor vehicle in the performance of their duties, such Employee will be paid the per kilometre vehicle allowances pursuant to Part 1 of Schedule 2C or Part 1 or 2 of Schedule 3C (as applicable).

42.2 Dental Assistants employed by OHV

This subclause 42.2 only applies to Dental Assistants employed by OHV.

(a) Use of Own Vehicle

- (i) 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.
- (ii) 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.
- (iii) In addition to subclauses 42.2(a)(i) and 42.2(a)(ii) 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.

- (iv) The vehicle allowances payable per kilometre for work-related travel over the life of the agreement are set out in Part 2 of Schedule 2C.

(b) Travel to Distant Location

- (i) 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.
- (ii) 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:
 - (A) payment of overtime; or
 - (B) time off in lieu of overtime payment.

43. Uniforms and Protective Clothing

This clause does not apply to Dental Assistants employed by OHV.

- 43.1** 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.
- 43.2** Uniforms and special clothing provided in accordance with subclause 43.1 will remain the property of the Employer.
- 43.3** Employees will be paid a uniform allowance in accordance with Schedule 2C and Schedule 3C for purchasing uniform and special clothing, where they are not provided by the Employer under subclause 43.1. 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.
- 43.4** Where Employees are responsible for laundering uniforms and special clothing, the Employer will pay the laundry allowances set out in the rates table in Schedule 2C and Schedule 3C. 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.

43.5 Protective Equipment / Clothing

- (a) The Employer will provide such gloves, masks, protective clothing and safety appliances as are required for an Employee to properly and safely perform their job function.
- (b) Where the Employee is required to purchase such clothing and equipment, they will be reimbursed in full by the Employer.

43.6 Industrial Identification

- (a) Employees may wear industrial identification, including but not limited to badges or lanyards, for the purpose of identifying their Union affiliation.
- (b) The wearing of such identification must be consistent with all applicable Health Service policies, including those relating to unacceptable health and safety risks and infection control requirements.
- (c) Where a Health Service policy restricts the wearing of particular items of identification for safety or infection-control reasons, Employees will comply with that policy.

44. Childcare Reimbursement

44.1 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 will be reimbursed for reasonable childcare expenses incurred.

44.2 Evidence of expenditure incurred by the Employee must be provided to the Employer as soon as practicable after the working of such overtime.

45. Allowances Related to Overtime**45.1 Meal allowances****(a) Meals where overtime worked beyond one hour**

An Employee who works overtime will in the circumstances described in subclause 45.1(b) receive either:

- (i) where an Employer has its own cooking and dining facilities, an adequate meal; or
- (ii) the relevant meal allowance as set out in Schedule 2C or Schedule 3C (as applicable).

(b) Qualification for meal or payment

- (i) The entitlement under subclause 45.1(a) arises where in addition to a shift an Employee is required to work more than:

- (A) one hour beyond the usual finishing hour of work (Monday to Sunday inclusive) in which case the relevant allowance is 'Allowance A'; or
 - (B) four hours beyond the usual finishing hour of work (Monday to Sunday inclusive), in which case the relevant allowances are 'Allowance A' and 'Allowance B'.
- (ii) The entitlement under subclause 45.1(a) arises where, on a rostered day off, an Employee is required to work more than:
 - (A) five hours overtime, in which case the relevant allowance is 'Allowance A'; or
 - (B) nine hours overtime, in which case the relevant allowances are 'Allowance A' and 'Allowance B'.
- (c) **Where provision does not apply**

The allowances described at subclause 45.1(b)(i) and 45.1(b)(ii) are not payable where the Employee:

 - (i) receives an adequate meal as described at subclause 45.1(a)(i); or
 - (ii) could reasonably return home for a meal within the period allowed.
- (d) **Payment**

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

45.2 On Call Allowance

- (a) An Employee may be rostered to be "on call".
- (b) On call means available to be recalled to duty in that period of time beyond the Employee's rostered hours of duty.
- (c) The Employer will pay the "on call allowance" set out in Schedule 2C or 3C (as applicable) to Employees who are required to be on call under the following provisions of this subclause 45.2.

Health and Allied Services Employees and Dental Assistants

- (d) Employees who are required to be on call, or who return to duty when off duty, will be paid the applicable on call allowance per 12-hour period or part thereof.

Managers and Administrative Workers

- (e) Employees who are required to be on call will be paid the applicable on call allowance per 24-hour period or part thereof as follows:
 - (i) the 'On Call Allowance – Monday to Friday' will be paid where 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' will be paid where an Employee is on call in respect of any other period, or part thereof, or any public holiday.

46. Recall

46.1 Recall – Return to Workplace

- (a) An Employee recalled to duty during an off-duty period will be paid a minimum of three hours at the appropriate overtime rate where that work is not continuous with the next succeeding rostered period of duty.
- (b) An Employee recalled to work will not be required to work the full three hours if the work to be performed is completed in a shorter period.
- (c) Clause 46.1(a) will not apply when overtime is continuous with completion or commencement of ordinary working time.
- (d) The time spent travelling to and from the place of duty will be deemed to be time worked.

46.2 Recall – No Return to Workplace

Managers and Administrative Workers only

Where such recall to duty can be managed without the Employee having to return to their workplace, such as by telephone or computer, the Employee will be paid a minimum of 1 hour at the appropriate overtime rate for each occasion, provided that multiple recalls within a discrete hour will not attract additional payment.

47. Rest Period after Overtime/Recall

47.1 Where overtime is worked, Employees should have at least 10 hours off duty between successive shifts.

47.2 An Employee 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 will be released after completion of such overtime worked until they have had a 10-hour break. The Employee will not suffer any loss of pay for rostered ordinary hours occurring during such absence.

47.3 If, on the instructions of the Employer, an Employee resumes or continues work without having had a 10-hour break they will be paid at the rate of 200% (based on 1/38th of the weekly salary set out in Schedule 2B and Schedule 3B) until they are released from duty for such rest period. The Employee will then be entitled to be absent until they have had a 10-hour break. The Employee will not suffer any loss of pay for rostered ordinary hours occurring during such absence.

47.4 The Employer is not to change an Employee's rostered shift/s to avoid the requirements of this clause 47.

48. Shiftwork

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

48.2 Morning and Afternoon Shift Allowances

- (a) An Employee not employed by Royal Women's Hospital or Royal Children's Hospital whose rostered hours of ordinary duty:
- (i) commence at or after 5:00am and before 6:30am; or
 - (ii) finish after 6:00pm and at or before midnight,
- will be paid the applicable shift allowance set out in **Part 1** or **Part 2** of **Schedule 2C** or **Part 1** of **Schedule 3C** (as applicable) per rostered period of duty, unless the Employee is entitled to Night Shift Allowance or Permanent Night Shift Allowance.
- (b) A Health and Allied Services Employee or Dental Assistant employed by Royal Women's Hospital or Royal Children's Hospital whose rostered hours of ordinary duty:
- (i) commence at or after 5:00am and before 6:30am; or
 - (ii) finish after 6:00pm and at or before midnight,
- will be paid the applicable shift allowance set out in **Part 1** or **Part 2** of **Schedule 2C** or **Part 1** of **Schedule 3C** (as applicable) per rostered period of duty, unless the Employee is entitled to Night Shift Allowance or Permanent Night Shift Allowance.
- (c) A Manager and Administrative Worker employed by Royal Women's Hospital or Royal Children's Hospital whose rostered hours of ordinary duty:
- (i) commence at or after 5:00am and before 6:30am; or
 - (ii) finish after 8:00pm and at or before midnight,
- will be paid the applicable shift allowance set out in **Part 2** of **Schedule 3C** unless the Employee is entitled to Night Shift Allowance or Permanent Night Shift Allowance.

48.3 Night Shift Allowance

- (a) An Employee whose rostered hours of ordinary duty:
- (i) commence at or after midnight and before 5.00am; or
 - (ii) finish on the day after commencing duty,
- will be paid the applicable Night Shift Allowance set out in **Part 1** or **Part 2** of **Schedule 2C** or **Part 1** or **Part 2** of **Schedule 3C** (as applicable) for each such period of duty, unless the Employee is entitled to Permanent Night Shift Allowance.

48.4 Permanent Night Shift Employment

- (a) In this clause, a **permanent night shift** employee means a full or part-time Employee who only works on night shift.
- (b) Utilisation of permanent night shift employees will be the preferred approach to staffing at night wherever possible.
- (c) **Employee Request**
 - (i) An Employee may make a written request to work permanent night shift and an Employer may only refuse on reasonable business grounds.
 - (ii) Where an Employee makes a written request, the Employer will respond in writing within 21 days.
 - (iii) Where an Employer proposes to refuse the request on reasonable business grounds, the Employer will notify the Employee in writing of those reasonable business grounds and will offer to meet with the Employee to discuss the request before a decision is made.

48.5 Permanent Night Shift Allowance

- (a) An Employee who permanently works rostered hours of ordinary duty:
 - (i) commence at or after midnight and before 5.00am, or
 - (ii) that finish on the day after commencing dutywill be paid the applicable Permanent Night Shift allowance set out in **Part 1** or **Part 2** of **Schedule 2C** or **Part 1** or **Part 2** of **Schedule 3C** (as applicable) for each such period of duty.
- (b) *Permanently works* means that all rostered hours of ordinary duty performed by the Employee attracted the Night Shift Allowance for more than four consecutive weeks.

48.6 Change of Shift Allowance

- (a) The change of shift allowance set out in **Part 1** or **Part 2** of **Schedule 2C** or **Part 1** or **Part 2** of **Schedule 3C** (as applicable) is payable to Employees on the occasion of each change in the following circumstances (in addition to any amount payable under the preceding provisions of this clause):
 - (i) where an Employee's roster is fixed in advance by the Employer; and
 - (ii) the 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.
- (b) **Exceptions**

The change of shift allowance is not payable where:

 - (i) the Employer agrees to a request in writing made on behalf of one or more Employees for changes in shifts; or

- (ii) 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;
- (iii) an Employee chooses and works additional shifts from a supplementary roster, that displays vacant shifts and Employees can nominate to work those shifts. The supplementary roster would also provide a stand-by facility, where Employees wishing to work extra shifts can nominate the days/shifts that they wish to work, should such vacancies in the normal roster occur;
- (iv) there is four or more weeks of continuous approved leave between the relevant shifts;
- (v) one or more Employees swap shifts between themselves on an ad hoc basis, and the swap(s) is approved by the Employer in writing.

Health & Allied Services and Dental Assistants only

- (c) Where a department has established a self-rostering system, and an Employee chooses their own shifts from a genuine choice of shifts, the Employee will receive a fixed payment of two change of shift allowances per pay period (fortnight) and subclause 48.6(a) will not apply. This clause does not apply where an Employee chooses their 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 subclause 48.6(a).
- (d) 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 will be maintained at that entitlement for the duration of this agreement.
- (e) 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 will be determined in accordance with the facilitative provisions of this Agreement.

PART F – HOURS OF WORK AND RELATED MATTERS

49. Minimum Engagement

- 49.1** Each Employee will be paid a minimum of three (3) hours per ordinary shift, with the exception of Employees:
- (a) eligible for payment of overtime in accordance with clause 20 of Section 2 (Overtime); and,

- (b) working a period of make up time in accordance with clause 22 of Section 2 (Make Up Time); and,
- (c) working a period of recall without the Employee having to return to their workplace in accordance with clause 46.2 of Section 1 (Recall – No Return To Workplace) and;
- (d) eligible for payment of overtime in accordance clause 6 of Section 3 (Overtime).

49.2 No Employee will be paid less than the minimum hours of engagement.

50. Accrued Days Off

50.1 Entitlement to Accrued Days Off

- (a) Where the system of working provides for accrued days off, full-time Employees will 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.
- (b) An Employee may request, in writing to have their system of working reviewed by the Employer to determine whether the system of working provides for ADOs.
- (c) An Employer will respond to the request, in writing, within 21 days of receipt.
- (d) If the Employee disputes the response of the Employer, the Employee may utilise clause 19 – Dispute Resolution.
- (e) The maximum ADOs will be 13 in any calendar year, provided that one (1) ADO will be taken in conjunction with a period of annual leave, for which no additional payment is to be made.

50.2 Deductions where leave is taken

- (a) Where a full-time Employee takes paid leave, the leave that will be deducted from the Employee's leave entitlement or accrual will be equal to the Employee's ordinary hours of work for the period of leave so that the Employee will accrue credit towards their ADO.
- (b) Where a full-time Employee takes unpaid leave they will accrue the appropriate credit without pay for the ADO.

50.3 Taking of Accrued Days Off

- (a) Unless otherwise agreed, ADOs are to be taken during the normal 4 week cycle in which the ADO is accrued (including leave periods).
- (b) Wherever practicable, an ADO will be on the date requested by the Employee.

50.4 Deferment of ADOs

- (a) Either the Employer or the Employee may request that the ADO not be taken in the 4 week roster cycle, and the other party must not unreasonably refuse to agree to the request.
- (b) Where an ADO is deferred in accordance with subclause 50.3(a), no more than 2 ADOs can be deferred at any one time unless otherwise agreed between the Employee and Employer.

50.5 ADOs and termination of employment

Upon termination of employment, if a full-time Employee has:

- (a) taken an ADO (in part or whole) in advance of accruing the necessary hours, the amount payable to the Employee will be reduced by the total ADOs or portion taken in advance; and
- (b) untaken ADOs (in part or whole) at the time of termination, the Employee will be paid the untaken ADOs at their ordinary time rate of pay.

51. Rosters**51.1** This clause applies to:

- (a) Health & Allied Employees except Dental Assistants employed by OHV, and
- (b) Managers & Administrative Employees who perform shiftwork within the meaning of Section 1 clause 48 (Shiftwork).

51.2 The ordinary hours of Employees will be worked according to a roster that will:

- (a) be of at least 14 days' duration;
- (b) 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 HWU; and
- (c) as far as is practicable reflect the roster each Employee will work.

51.3 Rosters will set out the Employees':

- (a) daily ordinary working hours,
- (b) starting and finishing times, and;
- (c) where possible, meal intervals.

Where it is not possible to include meal intervals in the roster, an Employer must have an alternative system in place to record meal intervals that still complies with the timeframes in subclause 51.2(a) and (b).

51.4 Breaks between Rostered Shifts

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

51.5 Fixed Rosters

- (a) An Employee, by making a written request to the Employer, may have a roster fixed by mutual agreement (subject to the other provisions of this Agreement) in lieu of the provisions of subclauses 51.2, 51.3 and 51.6.
- (b) An Employee may end the fixed roster agreement at any time by giving written notice to the Employer. In such a case the roster of the Employee will be determined according to clauses 51.2 to 51.4 from the commencement of the next full roster period, being not less than five (5) clear days after the written notice is received.

51.6 Change of Roster

- (a) Subject to clause 51.6(b) below, seven (7) days' notice will be given of a change in roster, except in emergency situations.

*For the purposes of this subclause, an **emergency situation** is one which is dangerous or serious that happens unexpectedly and requires immediate action (such as an adverse weather event, a code brown, or code yellow).*

- (b) **Change of Roster Allowance**

This subclause does not apply to casual Employees.

- (i) Where the Employer changes an Employee's roster once set in accordance with subclause 51.3, without seven (7) days' notice and other than as excepted in subclause 51.6(a) above, and the Employee performs ordinary duty at other times than those previously rostered, the Employee will be paid in accordance with the hours worked plus a change of roster allowance will apply in relation to each change (pursuant to Part 1 of **Schedule 2C** and **Schedule 3C** (as applicable)).
- (ii) The Change of Roster Allowance is not payable where:
 - (A) a part-time Employee agrees to work shift(s) in addition to those already rostered;
 - (B) Where the change to the roster was the result of a request of the Employee (which includes Employees agreeing to swap shifts).

52. Daylight Saving

See also clause 20 of Section 2 and clause 6 of Section 3 (Overtime) and clause 50 (Accrued Days Off) of Section 1.

- 52.1** Despite the overtime provisions of this Agreement, if an Employee works on a shift during which time changes because of the introduction of, or cessation to, daylight saving, that Employee will be paid for the actual hours worked at the applicable ordinary time rate of pay (including any applicable shift allowances, allowances ordinarily payable in respect of the shift and special rates for Saturdays and Sundays).

Example:

An Employee is rostered to work a ten hour night shift from 9pm through to 7:30am (including a 30 minute meal break). During the course of this shift, the clock is wound forward one hour due to the commencement of daylight saving.

The Employee therefore works nine hours. The Employee is paid nine hours at the applicable ordinary time rate of pay (including any shift allowances, allowances ordinarily payable in respect of this shift and special rates for Saturdays and Sundays).

Example:

An Employee is rostered in a ten hour night shift from 9pm through to 7.30am (including a 30 minute meal break). During the course of this shift, the clock is wound back one hour due to the cessation of daylight saving.

The Employee therefore works 11 hours. The Employee is paid 11 hours at the ordinary time rate of pay (including any shift allowances, allowances ordinarily payable in respect of this shift and special rates for Saturdays and Sundays). No overtime is paid for the additional hour worked.

- 52.2** For the purpose of calculating accrued days off, Employees who work on a shift during which time changes because of the introduction of, or cessation to, daylight saving, will be taken to have worked the standard hours for a night shift in accordance with the roster.

53. Breaks

53.1 Meal Breaks

- (a) An Employee will not be required to work more than 5 hours continuously without a meal break of not less than 30 minutes and not more than 60 minutes.
- (b) The time of taking the meal break may be varied by agreement between the Employer and Employee.
- (c) An Employee who works not more than 6 hours may elect to forgo the meal break, with the consent of the Employer.
- (d) Meal breaks will not be regarded as time worked.
- (e) Employees are entitled to leave the work area during their meal break.
- (f) An Employee unable to take a meal break (including where an Employee is not entitled to leave the work area for their meal break) will be paid for the meal break as time worked at their ordinary rate plus 50%.
- (g) **Meal break not taken - escalation**
 - (i) Each Employer will describe, in writing, the steps to be taken where an Employee does not take a scheduled meal break to ensure that:

- (A) wherever possible, the meal break is rescheduled and taken during the shift; and
- (B) consideration is given to what caused the Employee to miss the scheduled meal break and whether any additional action is required to address those causes to reduce the likelihood of recurrence.

(h) **Crib time**

Where Employees are regularly unable to take their meal breaks (including because the Employee is not entitled to leave the work area for their meal break), a 'crib time' arrangement will operate. The crib time arrangement entitles an Employee to a paid meal interval of not less than 20 minutes to commence between three hours and five hours of duty.

53.2 Tea/Rest Breaks

- (a) Employees will be entitled to a 10-minute rest break in each four hours worked, or part thereof being greater than one hour.
- (b) Rest breaks will be taken at a time suitable to the Employer and will be counted as time worked.

53.3 Additional Break

Employees who are required to wear lead for greater than three hours continuously will be entitled to a 10-minute paid break. The break is to be taken as soon as practicable after it is due and without the expectation of wearing the apron during the break. Such breaks may be taken in conjunction with meal or other breaks provided under this clause 53.

53.4 Wash-up Time

Where necessary (e.g. for infection control purposes), an Employee will be entitled to take ten minutes wash-up time break before their rostered finishing time which will count as time worked.

53.5 Clothing change

Where an Employee performs a role that requires changing into and/or out of specific clothes that are necessary to perform work, or is required to wear full PPE (i.e. mask, face shield, and gown), the Employer will ensure there are arrangements providing that this occurs during paid time.

54. Reasonable Additional Hours

54.1 Subject to subclause 54.2, an Employer may require an Employee to work reasonable additional hours at the appropriate overtime rate as defined in clause 20 of Section 2 (Overtime) and clause 6 of Section 3 (Overtime) of the Agreement.

54.2 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 17 of Section 2 and clause 4 of Section 3 (Hours of Work); and
- (i) any other relevant matter.

55. Right to Disconnect

- 55.1** This clause provides for the exercise of an Employee's right to disconnect under section 333M of the Act.
- 55.2** Section 333M of the Act provides that, unless it is unreasonable to do so, an Employee may refuse to monitor, read or respond to contact, or attempted contact, from:
- (a) their Employer outside of the employee's working hours,
 - (b) a third party if the contact or attempted contact relates to their work and is outside of the employee's working hours.
- 55.3** Section 333M(3) lists matters that must be taken into account in determining whether an Employee's refusal is unreasonable.
- 55.4** Section 333M(5) provides that an Employee's refusal will be unreasonable if the contact or attempted contact is required under a law of the Commonwealth, a State or a Territory.
- 55.5** Section 333N provides for the resolution of disputes about whether an Employee's refusal is unreasonable and about the operation of section 333M.
- 55.6** The general protections in Part 3-1 of the Act prohibit the Employer taking adverse action against an Employee because of the Employee's right to disconnect under section 333M of the Act.
- 55.7** The Employer must not directly or indirectly prevent an Employee from exercising their right to disconnect under the Act.

- 55.8** Subclause 55.7 does not prevent the Employer from requiring an Employee to monitor, read or respond to contact, or attempted contact, from the Employer outside of the Employee's working hours where:
- (a) the Employee is being paid the on-call allowance under clause 45.1; and
 - (b) the Employer's contact is to notify the Employee that they are required to attend or perform work or give other notice about the on-call.
- 55.9** Subclause 55.7 does not prevent the Employer from contacting, or attempting to contact, an Employee outside of the Employee's working hours in circumstances including to notify them of:
- (a) an emergency roster change; or
 - (b) a recall to work.

PART G – LEAVE AND PUBLIC HOLIDAYS

56. Annual Leave

This clause does not apply to casual Employees.

56.1 Entitlement to Annual Leave

- (a) An Employee is entitled to five weeks (190 hours) paid annual leave for each year of service with the Employer.
- (b) Part-time Employees will be entitled to annual leave on a pro rata basis.
- (c) A weekend worker is entitled to a further 38 hours paid annual leave for each year of service as follows:
 - (i) **For Full-time Employees:** at the rate of 3.8 hours for each week in which 4 or more ordinary hours were worked on a Saturday or Sunday up to a maximum of 38 hours (10 weekends).
 - (ii) **For Part-time Employees:** as a proportion of 3.8 hours for each week in which 4 or more ordinary hours were worked on a Saturday or Sunday up to a maximum of 38 hours (10 weekends).

Example: If a part-time Employee who works 24 hours in a week that includes a weekend, they would accrue a proportion of 3.8 hours as follows: $24/38 \times 3.8 = 2.4$ hours.

- (d) 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

Notwithstanding the entitlement contained at clause 56.1, for the purposes of the NES a shiftworker is an Employee who is regularly rostered to work Sundays and public holidays.

56.3 Taking paid annual leave

- (a) Paid annual leave may be taken for a period or periods agreed between the Employee and their Employer.
- (b) The Employer must not unreasonably refuse to agree to a request by the Employee to take paid annual leave.
- (c) No Manager or Administrative Worker will be recalled from annual leave, other than by mutual agreement between the Employer and Manager or Administrative Worker. The Employer will reimburse the Manager or Administrative Worker for any expenses incurred by the Manager or Administrative Worker as a result of a return to duty from a period of annual leave. Unsatisfied leave arising from a recall to duty will be fulfilled as soon as possible thereafter, by agreement between the Employer and Manager or Administrative Worker.
- (d) Where the paid annual leave is for a period **other than a high demand period**:
 - (i) Where reasonably practicable, an Employee will submit a written request for annual leave at least 6 weeks prior to the first day of the proposed leave period/s; and
 - (ii) the Employer will notify the Employee in writing that their annual leave request is approved or, if not approved, the reasons for the leave not being approved within ten (10) business days of the leave request.
 - (iii) The fact that an Employee has not provided 6 weeks' notice is not a reason to refuse the annual leave request.
- (e) **High Demand Periods**
 - (i) An Employer will develop and publish to affected Employees (which may be a specific ward or work area), guidelines for a high demand period. Where this occurs, the guidelines must:
 - (A) identify the high demand period;
 - (B) identify the date by which a written request for annual leave should be submitted; and
 - (C) identify the date by which the Employer will notify the Employee in writing that their annual leave request is approved or, if not approved, the reasons for the leave not being approved.
 - (ii) In determining applications for high demand periods, the Employer will consider all the circumstances including but not limited to:

- (A) the Employer's operational needs;
- (B) the Employee's family responsibilities; and
- (C) whether previous leave applications for the same high demand period were or were not successful.

Example: a department generally receives more applications for annual leave over school term breaks than it can accommodate. This means that school term breaks are 'high demand periods' for that department within the meaning of this subclause 56.3(e) and the Employer must publish the information specified above at subclauses 56.3(e)(i)(A) to (C) and, when determining the applications, apply the considerations at subclause 56.3(e)(ii)(A) to (C).

- (f) Where it is likely an annual leave request will be rejected, the Employer and Employee will consult on alternate leave days within the 10-business day period or, in the case of a high demand period, the period between the date specified at 56.3(e)(i)(B) and (C).

56.4 Excess annual leave accruals – general provision

- (a) An Employee has an excess leave accrual where the Employee has two years or more of annual leave entitlement accrued in accordance with this clause 56.
- (b) If an Employee has an excess leave accrual, the Employer or the Employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excess leave accrual.
- (c) 'Genuinely trying to reach agreement' will include:
 - (i) providing the Employee a reasonable opportunity to submit a plan to reduce the leave to not less than eight (8) weeks within six months, subject to subclause 56.4(b)(ii) below; and
 - (ii) the Employer not unreasonably refusing to agree to a leave reduction plan which includes saving leave for an extended vacation within 12 months of the date of agreement to the leave reduction plan.
 - (iii) A leave reduction plan is to be in writing and signed by both the Employer and the Employee.

56.5 Excess Annual leave accruals – no agreement reached

- (a) **Direction by Employer**
 - (i) Where the Employer has genuinely tried to reach agreement with an Employee under subclause 56.4(b) but agreement is not reached (including because the Employee refuses to confer), the Employer may direct the Employee in writing to take one or more periods of paid annual leave.

- (ii) However, in directing that the Employee take leave under this subclause 56.5(a):
 - (A) the Employee cannot be directed to reduce the accrued leave to less than eight (8) weeks;
 - (B) the Employer cannot require an Employee to take any period of paid annual leave of less than one week;
 - (C) the Employer cannot require the Employee to take a period of paid annual leave beginning less than 8 weeks or more than 12 months after the direction is given; and
 - (D) the direction must not be inconsistent with any leave arrangement agreed by the Employer and Employee.

(b) **Where the Employer issues a Direction**

Where the Employer issues a direction to the Employee to take paid annual leave in accordance with subclause 56.5(a):

- (i) the Employee must take paid annual leave in accordance with that direction; and
- (ii) the Employee may request to take a period of paid annual leave as if the direction had not been given.

(c) **Request by Employee for Leave**

- (i) If the Employee has genuinely tried to reach agreement with the Employer under subclause 56.4(b) but agreement is not reached (including because the Employer refuses to confer), the Employee may give a written notice to the Employer requesting to take one or more periods of paid annual leave.
- (ii) However, a notice under this subclause:
 - (A) may only be given if the Employee has had an excess leave accrual for more than 6 months at the time of giving the notice;
 - (B) may only be given if the Employee has not been given a direction under subclause 56.5(a) that, when any other paid annual leave arrangements are taken into account would eliminate the Employee's excess accrual;
 - (C) must not, if granted, result in the Employee's remaining accrued entitlement to paid annual leave being, at any time, less than 6 weeks when other paid annual leave arrangements are taken into account;
 - (D) must not provide for the Employee to take any period of paid annual leave of less than one week;
 - (E) must not provide for the Employee to take a period of paid annual leave beginning less than 8 weeks or more than 12 months, after the notice is given;

- (F) must not be inconsistent with any leave arrangement agreed by the Employer and Employee; and
- (G) must not be for more than 1 full year's entitlement to annual leave as prescribed by clause 56.1 above.

(d) **Where the Employee requests leave by notice**

Where the Employee gives written notice to the Employer to take one or more periods of paid annual leave in accordance with subclause 56.5(c), the Employer must grant paid annual leave requested by the notice under subclause 56.5(c).

(e) **Disputes regarding excess annual leave**

Without limiting the Dispute Resolution Procedure of the Agreement, either an Employee or Employer (or their representative/s) may refer a dispute about the following matters to the Commission:

- (i) a dispute about whether the Employer or Employee has requested a meeting and genuinely tried to reach agreement;
- (ii) a dispute about whether the Employer has unreasonably refused to agree to a request by the Employee to take paid annual leave;
- (iii) a dispute about whether a direction to take leave complies with the clause; or
- (iv) a dispute about a leave reduction plan referenced in subclauses 56.5(b) and (c).

56.6 Short periods of annual leave

Paid annual leave under this clause can be taken in periods less than an Employee's ordinary fortnight (short period), including single days in which case any notice period may be waived by agreement.

56.7 Employee not taken to be on paid annual leave at certain times

(a) **Public Holidays**

See also clause 73 (Public Holidays)

If an Employee takes paid annual leave during a period that includes a public holiday, the Employee is taken not to be on paid annual leave on that day.

(b) **Other Periods of Leave**

See also clauses 58 (Personal Leave) and 60 (Compassionate Leave).

An Employee may take other types of leave, such as personal leave or compassionate leave or a period of absence from employment in accordance with clauses 65, 66, and 67, whilst on annual leave. An Employee is taken not to be on paid annual leave whilst on other leave or absence and the Employee's paid annual leave accrual will be amended to reflect this. These provisions do not apply to unpaid parental leave.

- (c) An Employee taking personal leave whilst on annual leave will provide the Employer with evidence in accordance with clause 58 (Personal Leave).
- (d) Where an Employee takes other leave during annual leave, any annual leave loading received for a period that is no longer annual leave is taken to have been paid in advance as required in clause 56.8 (Payment for annual leave) or may be deducted from any payment required to be made under subclause 56.12 (Effect of termination on annual leave).

56.8 Payment for annual leave

- (a) Employee's will receive their ordinary pay and any amount required by subclause 56.9 (Annual leave loading or penalties/allowances) during periods of annual leave.
- (b) Payment for annual leave will be in the normal pay period, unless otherwise agreed.
- (c) **Ordinary pay**, for the purposes of this clause, means remuneration for the Employee's weekly number of hours of work during the period of leave taken, calculated at the ordinary time rate of pay pursuant to **Schedule 2C**.
- (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.

56.9 Annual Leave Loading or Penalties/Allowances

Health and Allied Services Employees

- (a) In addition to the ordinary pay as described in subclause 56.8, Health and Allied Services Employees (other than Dental Assistants employed by OHV) will receive the higher of:
 - (i) leave loading of 17.5% calculated on the relevant rate of salary prescribed in Schedule 2B; or
 - (ii) the payments listed below which the Employee would have received had the Employee not been on leave:
 - (A) over Agreement payments for ordinary hours of work (where applicable);
 - (B) shift work allowances as set out in Section 1, subclauses 48.1 to 48.5, according to the roster or projected roster (where applicable);
 - (C) Weekend Work loadings as set out in Section 2, clause 20, according to the roster or projected roster (where applicable); and
 - (D) in-charge allowances (where applicable).
- (b) Dental Assistants employed by OHV are not eligible for payment of annual leave loading in addition to the ordinary pay as described in subclause 56.8

as the rates of pay for Dental Assistants employed by OHV are inclusive of annual leave loading.

Manager and Administrative Workers

- (c) In addition to the ordinary pay as described in subclause 56.8, Manager and Administrative Workers not employed by Royal Women's Hospital or Royal Children's Hospital will receive the higher of:
- (i) leave loading of 17.5% calculated on the relevant rate of salary prescribed in Schedule 3B, subject to the **cap** at subclause 56.9(e); or
 - (ii) the payments listed below which the Employee would have received had the Employee not been on leave:
 - (A) Shift work allowances as set out in Section 1, subclauses 48.1 to 48.5 according to the roster or projected roster; and
 - (B) Weekend Work loadings as set out in Section 3, clause 5 according to the roster or projected roster.
- (d) Leave loading under subclause 56.9(c)(i) is payable on:
- (i) a maximum of 5 weeks (190 hours) annual leave in respect of any year of employment, and
 - (ii) the Employee's weekly ordinary pay subject to the **cap** (as defined).
- (e) The cap under subclause 56.9(d)(ii) is the weekly rate specified in the table below:

Weekly Rate of Pay	Effective Date (FFPPOA)
\$2,156.92	16 December 2025
\$2,221.63	16 December 2026
\$2,288.28	16 December 2027

- (f) In addition to the ordinary pay as described in subclause 56.8, Manager and Administrative Workers employed by Royal Women's Hospital or Royal Children's Hospital will receive the higher of:
- (i) leave loading of 17.5% calculated on the relevant rate of salary prescribed in Schedule 3B; or
 - (ii) the payments listed below which the Employee would have received had the Employee not been on leave:
 - (A) Shift work allowances as set out in Section 1, subclauses 48.1 to 48.5 according to the roster or projected roster; and
 - (B) Weekend Work loadings as set out in Section 3, clause 5 according to the roster or projected roster.

- (g) Leave loading under subclause 56.9(f)(i) is payable on a maximum of 4 weeks (152 hours) annual leave in respect of any year of employment.

56.10 Annual leave in advance

An Employer and Employee may mutually agree to the Employee taking a period of paid annual leave before the Employee has accrued an entitlement to the leave.

56.11 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under this subclause.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement.
- (c) An Employer and an Employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the Employee.
- (d) The agreement under this subclause must:
 - (i) state the amount of leave to be cashed out and the payment to be made to the employee for it;
 - (ii) state date on which the payment is to be made; and
 - (iii) be signed by the Employer and Employee and, if the Employee is under 18 years of age, by the Employee's parent or guardian.
- (e) The payment must not be less than the amount that would have been payable had the Employee taken the leave at the time the payment is made.
- (f) An agreement under this subclause must not result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (g) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (h) The Employer must keep a copy of any agreement under this subclause as an employee record.

56.12 Effect of termination on annual leave

- (a) Where an Employee's employment ends for any reason, the Employer must pay to the Employee any untaken accrued annual leave. The amount payable to the Employee is the amount the Employee would have received had the Employee taken the leave at the time of termination, including any payment under clause 56.9 (Annual Leave Loading or Penalties/Allowances).
- (b) If annual leave has been taken in advance and, at the time the employment terminates, the Employee has a negative paid annual leave accrual, the Employer may deduct a sum equal to the negative annual leave accrual (at the amount paid at the time the annual leave was taken in advance) from any remuneration payable to the Employee upon termination of employment.

56.13 Christmas/New Year Closure – OHV

This clause only applies to Dental Assistants employed by OHV.

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.

57. Purchased Leave

This clause does not apply to casual Employees.

- 57.1** An Employee may apply to purchase up to 20 working days (pro-rated for part-time Employees) additional paid leave in a 12-month period at ordinary pay. The additional paid leave is purchased through salary deductions made over the whole year. The amount deducted will correspond with the amount of leave purchased.

Examples:

1. *An Employee who purchases an additional four (4) weeks leave will be paid 48/52 or 92.31% of their ordinary pay throughout the relevant 12 month period.*
2. *An Employee who purchases an additional two (2) weeks leave will be paid 50/52 or 96.15% of their ordinary pay throughout the relevant 12 month period.*

- 57.2** Where an Employee applies for additional leave pursuant to this clause the Employer will respond to such application within four (4) weeks.
- 57.3** Approval rests with the Employer, who may legitimately take into account operational needs and work requirements. Agreement will not be unreasonably withheld.
- 57.4** Once approval has been granted, the arrangement may only be varied or cancelled in extraordinary circumstances.
- 57.5** Purchased leave may be taken in conjunction with other types of leave.
- 57.6** Purchased leave must be used in the 12-month period in which it is purchased.
- 57.7** Where the:
- (a) arrangement has been varied or cancelled because of extraordinary circumstances;
 - (b) Employee's employment terminates; or
 - (c) purchased leave has not been taken in the relevant 12-month period,
- the Employer will refund the amount of salary deducted in respect of any unused purchased leave as a lump sum. In the case of variation or cancellation, payment

will be made no later than two pay periods following notification of the variation or cancellation.

- 57.8** Where the Employee's employment terminates and the amount of purchased leave taken exceeds the amount deducted, the Employer may deduct a sum equal to the negative balance from any remuneration payable to the Employee upon termination of employment.

58. Personal leave

This clause does not apply to casual Employees. The entitlements of casual Employees are set out in clause 59 (Casual Employment – Caring Responsibilities).

58.1 Amount of Paid Personal Leave

- (a) Paid personal leave accrues progressively during a year of service according to the Employee's ordinary hours of work (excluding overtime) and accumulates from year to year.
- (b) An Employee other than Dental Assistants employed by OHV is entitled to the following amount of paid personal leave:
 - (i) 91 hours and 12 minutes in the first year of service;
 - (ii) 106 hours and 24 minutes in each year in the second, third and fourth years of service;
 - (iii) 159.6 hours in the fifth and following years of service.
- (c) Dental Assistants employed by OHV are entitled to 91 hours and 12 minutes of paid personal leave for each year of service.

58.2 Payment for leave

- (a) Payment will be made based on the number of ordinary hours the Employee would have worked on the day or days on which the leave was taken.
- (b) An Employee utilising personal leave may take leave for part of a single day. Leave will be deducted on a time for time basis from the Employee's accrued personal leave.

58.3 Access to Paid Personal Leave

- (a) Subject to the conditions set out in this clause, an Employee may take paid personal leave if the leave is taken
 - (i) due to personal illness or injury (**sick leave**); or
 - (ii) to care for or support a member of the Employee's Immediate Family or household because of:
 - (A) a personal illness or injury affecting them; or
 - (B) an unexpected emergency affecting them (**carer's leave**).

- (b) In normal circumstances an Employee must not take carer's leave under this clause where another person has taken leave on the same occasion to care for the same person, unless the family or household member also requires the Employee's care or support.

58.4 Sick leave

- (a) **General**

An Employee may take personal leave for the reasons described at subclause 58.3 above and 58.4(b) below.

- (b) **Personal Leave to Attend Registered Health Practitioner Appointments**

- (i) Employees who are required to be absent from rostered ordinary shifts on account of attending a registered health practitioner for an appointment for:
 - (A) Treatment,
 - (B) Rehabilitation, or
 - (C) Diagnosis,will be entitled to use accumulated personal/carer's leave for the duration of the appointment and reasonable travel time where the appointment cannot be reasonably obtained at a time that doesn't conflict with the Employee's rostered ordinary shifts, subject to the following requirements.
- (ii) Employees, when seeking to utilise accumulated personal/carers leave in accordance with this clause:
 - (A) must give reasonable notice to the Employer of their intent to take leave in accordance with this clause;
 - (B) must receive approval from the Employer prior to the appointment;
 - (C) must provide evidence that satisfies a reasonable person that the request is in accordance with this clause;
 - (D) will endeavour to arrange the appointment, where possible, at the start or end of their rostered shift.

- (c) **Evidence requirements**

- (i) An Employee taking sick leave will give the Employer evidence that would satisfy a reasonable person the Employee is absent due to personal illness or injury. Such evidence includes:
 - (A) a medical certificate from a registered health practitioner; or
 - (B) a statutory declaration signed by the Employee with respect to absences on three occasions in any one year not exceeding three consecutive working days each.

- (ii) Evidence requirements for sick leave taken in accordance with subclause 58.4(b) is dealt with at subclause 58.4(b)(ii).

(d) **Exception to evidence requirement – single day absences**

An Employee may be absent for a single day without evidence of personal illness or injury as required at subclause 58.4(c) above, on not more than five occasions per year of service. However, an Employee will not be entitled to this benefit if the Employee fails to notify the Employer pursuant to health service procedure of the single day absence as set out at subclause 58.4(e) below.

(e) **Notice requirements**

- (i) An Employee should inform the Employer of their absence no less than 1.5 hours prior to the commencement of the rostered shift or as soon as reasonably practicable to allow the Employer to take necessary steps to assess the impact the absence has on service delivery, patient care and workload.
- (ii) The notice must advise the Employer of the period, or expected period, of the leave.
- (iii) The Employer will inform Employees of the procedure for notification by Employees of their inability to attend work due to illness or injury. All such notifications will be registered, detailing the time and name of the Employee.

58.5 Carer's leave

(a) **Evidence requirements**

The Employee must, if required by the Employer, establish by production of a statutory declaration or other evidence that would satisfy a reasonable person, that a member of the Employee's immediate family or household has either:

- (i) an illness or injury; or
- (ii) an unexpected emergency,

that requires their care or support. In the case of an unexpected emergency, the Employee will identify the nature of the emergency. An 'unexpected emergency' includes providing care or support to a member experiencing family violence.

(b) **Notice requirements**

- (i) The Employee must, where practicable, give the Employer notice of the intention to take leave prior to the absence, that includes:
 - (A) the name of the person requiring care or support and their relationship to the Employee;
 - (B) the reasons for taking such leave; and

(C) the estimated length of absence.

- (ii) If it is not practicable for the Employee to give prior notice of absence, the Employee must notify the Employer of the absence by telephone at the first opportunity on the day of absence.

(c) **Unpaid leave where accruals exhausted**

- (i) An Employee who has exhausted paid personal/carer's leave entitlements is entitled to take unpaid carer's leave.
- (ii) 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, provided the notice and evidentiary requirements are met.

58.6 Personal Leave on a Public Holiday

See also clause 73 (Public Holidays)

If the period during which an Employee takes paid personal leave includes a day or part day that is a public holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on paid personal leave on that public holiday.

58.7 Portability of Personal Leave

- (a) Where an Employee terminates their employment at a:
- (i) Employer covered by this Agreement or;
- (ii) a community health centre registered pursuant to the *Health Services Act 1988* (or the former *Hospitals and Charities Act 1958*)
- and commences employment with an Employer covered by this Agreement within the allowable period of absence, accumulated personal leave up to a maximum of 1,976 hours at the date of such termination will be credited to the Employee at their new employment as accumulated personal leave.
- (b) An Employee must produce a written statement from their previous employer specifying the amount of accumulated personal leave at the time of termination, as soon as reasonably practicable following termination, however, an Employer cannot rely on an Employee's delay in providing a written statement in refusing to grant portability of Personal Leave in accordance with this clause.
- (c) Where an Employee remains engaged on casual bank/or as a casual Employee with their previous employer, the Employee must provide evidence that their previous employer has removed any and all personal leave accrual prior to the new employer providing a benefit under this clause.
- (d) Provided further that where any Employee for the sole purpose of undertaking a course of study related to their employment, is, with the written approval of the Employer, absent without pay for up to but not exceeding 52 weeks, such

absence will not be deemed to have broken continuity of service but will not be counted as service for the purpose of establishing entitlement to personal leave portability.

- (e) For the purpose of this subclause, the ***allowable period of absence*** means in respect of any period of absence from employment between engagement with one Employer and another or re-engagement with the same Employer that does not exceed five weeks in addition to the total period of annual leave and long service leave which the Employee actually receives on termination or for which they are paid in lieu.

58.8 Personal Leave and additional shifts above ordinary hours

- (a) No payment of personal leave will be made to an Employee where the shift or hours not worked due to illness or injury are in addition to an Employee's ordinary hours of work.
- (b) 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 those hours due to illness or injury.

58.9 Planned Personal Leave

- (a) Where an Employee seeks to use accumulated personal/carer's leave for the purpose of a planned medical procedure, the Employee must give notice to the Employer as soon as reasonably practicable to allow the Employer to take necessary steps to assess the impact the absence has on service delivery, patient care and workload.
- (b) In addition, the Employer may request of the Employee additional information from the Employee's treating medical practitioner for the purpose of assisting the Employee in returning to their substantive duties and hours of work, including:
 - (i) the date of the medical procedure
 - (ii) the anticipated period of time that the Employee will be unfit for duty
 - (iii) any reasonable adjustments that the Employer can make to assist in the Employee's return to their substantive duties and hours of work.

59. Casual Employment – Caring Responsibilities

59.1 Subject to the evidentiary and notice requirements that apply to Carer's Leave under clause 58.5, a casual Employee is entitled to be unavailable to attend work, or to leave work, if they need to provide care or support to a member of the Employee's immediate family or household because of:

- (a) a personal illness, or personal injury, affecting them; or
- (b) an unexpected emergency affecting them; or
- (c) the birth of a child.

- 59.2** The Employer and the Employee will agree on the period for which the Employee will be entitled to be unavailable to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to two days per occasion, which may be taken as a single continuous period of up to two days or any separate periods to which the Employer and Employer agree.
- 59.3** The casual Employee is not entitled to any payment for the period of non-attendance.
- 59.4** An Employer must not fail to re-engage a casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of an Employer to engage or not to engage a casual Employee are otherwise not affected.

60. Compassionate Leave

60.1 Entitlement

- (a) Compassionate leave may be available under this clause to an Employee if:
- (i) a member of the Employee's immediate family or household:
 - (A) contracts or develops a personal illness or sustains a personal injury that poses a serious threat to their life; or
 - (B) dies;
 - (ii) a child is stillborn, where the child would have been a member of the Employee's immediate family or household, if the child had been born alive; or
 - (iii) the Employee, or the Employee's spouse or de facto partner, has a miscarriage,
- (a "**permissible occasion**").
- (b) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

60.2 Employees other than casual Employees

- (a) The provisions of this subclause apply to all Employees other than casual Employees. The entitlements of casual Employees are set out below.
- (b) An Employee is entitled to up to 2 ordinary days' paid leave, on each permissible occasion.
- (c) An Employee may take compassionate leave for a particular permissible occasion as:
- (i) a single continuous 2 day period;
 - (ii) 2 separate periods of one day each; or
 - (iii) any separate periods to which the Employee and Employer agree.

- (d) An Employee may take unpaid additional compassionate leave by agreement with the Employer.

60.3 Casual Employees

Subject to the evidence requirements described below, a casual Employee is entitled to 2 days unpaid compassionate leave on each permissible occasion. Unpaid compassion leave under this subclause may be taken as:

- (a) a single continuous period,
- (b) two separate periods of one day each, or
- (c) any separate periods to which the Employee and Employer agree.

60.4 Evidence – all Employees

Proof of the injury, illness or death must be provided that would satisfy a reasonable person, if requested.

61. Pre-Natal Leave

- 61.1** An Employee required to attend pre-natal appointments or parenting classes that are only available or can only be attended during the Employee's ordinary rostered shift may, subject to the provision of satisfactory evidence of attendance, access his or her personal leave credit.
- 61.2** The Employee must give the Employer prior notice of the Employee's intention to take such leave.

62. Parental Leave

This clause deals with parental leave, including paid parental leave. The issue of superannuation and parental leave (both paid and unpaid) is addressed at clause 35.7.

62.1 Structure of clause

This clause is structured as follows:

- (a) Definitions: subclause 62.2;
- (b) Unpaid Parental Leave: subclause 62.3;
- (c) Flexible Unpaid Parental Leave: subclause 62.4;
- (d) Hospitalised children – agreement to not take Unpaid Parental Leave: subclause 62.5;
- (e) Paid Parental Leave: subclause 62.6;
- (f) Notice and evidence requirements: subclause 62.7;
- (g) Employer may require pregnant Employee to take Unpaid Parental Leave: subclause 62.8;

- (h) Unpaid pre-adoption leave: subclause 62.9;
- (i) Where placement does not proceed or continue: subclause 62.10;
- (j) Special parental leave: subclause 62.11;
- (k) Variation of notified period of Unpaid Parental Leave (up to 12 months): subclause 62.12;
- (l) Right to request an extension of period of Unpaid Parental Leave beyond 12 months: subclause 62.13;
- (m) Reducing period of Unpaid Parental Leave: subclause 62.14;
- (n) Parental leave and other entitlements: subclause 62.14;
- (o) Transfer to a safe job: subclause 62.16;
- (p) Returning to work after a period of parental leave: subclause 62.17;
- (q) Replacement Employees: subclause 62.18;
- (r) Communication during parental leave – organisational change: subclause 62.19; and
- (s) Keeping in touch days: subclause 62.20.

Other provisions associated with parental leave are also included in this Agreement. Specifically, **prenatal leave** at clause 61, **flexible working arrangements** which includes the right to request to return from parental leave on a part-time basis at clause 82 and **breastfeeding** at clause 63.

62.2 Definitions

For the purposes of this clause:

- (a) **Adoption-related leave** means Unpaid Parental Leave taken in association with the placement of a child for adoption (see subclause 62.3), or unpaid pre-adoption leave (see subclause 62.9).
- (b) **Birth-related leave** means Unpaid Parental Leave taken in association with the birth of a Child of the Eligible Employee or the Eligible Employee's Spouse (see subclause 62.3), or unpaid special parental leave (see subclause 62.11(a)).
- (c) **Child** means:
 - (i) in relation to birth-related leave, a child (or children from a multiple birth) of the Eligible Employee or the Eligible Employee's Spouse; or
 - (ii) in relation to adoption-related leave, a child (or children) under 16 (as at the day of placement or expected day of placement) who is placed or who is to be placed with the Eligible Employee for the purposes of adoption, other than a child or step-child of the Eligible Employee or of the Spouse of the Eligible Employee or a child who has previously lived

continuously with the Eligible Employee for a period of six months or more;

- (iii) as the case requires, includes a Stillborn Child.

(d) **Continuous Service** includes:

- (i) continuous service with one and the same Employer or
- (ii) continuous service with more than one Employer including Institutions or Statutory Bodies (as defined at subclause 64.1(b)),
- (iii) includes any period of employment that would count as service under the Act;
- (iv) an Allowable period (as defined at 64.1(b)(i)); and
- (v) in relation to an Employee who has had their employment changed under Division 4A of Part 2-2 of the Act, any period for which the Employee was a regular casual Employee.

(e) **Day of placement** in relation to the adoption of a Child by an Employee means the earlier of:

- (A) the day on which the Employee first takes custody of the Child; or
- (B) the day on which the Employee starts any travel that is reasonably necessary to take custody of the Child.

(f) **Eligible Casual Employee** means a casual Employee who is, or will be, immediately before:

- (i) the expected date of birth of the Child, in the case of birth-related leave starting before the birth of the Child or unpaid special parental leave; or
- (ii) the date on which the Employee's period of leave is to start, in any other case,

employed by the Employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months and, but for the birth (or expected birth) or the placement (or expected placement) of a Child would have a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.

(g) **Eligible Employee**, for the purposes of this clause 62 only, means:

- (i) an Employee who has at least six months' Continuous Service; or
- (ii) will have completed at least six months' Continuous Service immediately before:
 - (A) the expected date of birth of the Child, in the case of birth-related leave starting before the birth of the Child or unpaid special parental leave; or
 - (B) the date on which the Employee's period of leave is to start, in any other case; or

- (iii) an Eligible Casual Employee as defined above.
- (h) **Flexible Unpaid Parental Leave** means the number of flexible days of Unpaid Parental Leave an Eligible Employee may take under subclause 62.4 as part of their 12 months' entitlement of Unpaid Parental Leave.
- (i) **Notional Flexible Period** is the period during which the Eligible Employee would be on Flexible Unpaid Parental Leave if the Eligible Employee took leave for all of the Eligible Employee's notified flexible days under subclause 62.4 in a single continuous period, assuming that the Eligible Employee ordinarily works each day that is not Saturday or Sunday and that there are no public holidays during the period.
- (j) **Primary Carer** means the person who has the primary responsibility for the care of a newborn or newly adopted Child and meets the Child's physical needs more than anyone else. Only one person can be the Child's Primary Carer.
- (k) **Spouse** includes a person to whom the Eligible Employee is married or their de facto partner, former spouse or former de facto partner of the Eligible Employee.
- (l) **Stillbirth** means the delivery of a Stillborn Child.
- (m) **Stillborn Child** means:
 - (i) a child who weighs at least 400 grams at delivery or whose period of gestation was at least 20 weeks; and
 - (ii) who has not breathed since delivery; and
 - (iii) whose heart has not beaten since delivery.
- (n) **Unpaid Parental Leave** means the 12 months' unpaid parental leave an Eligible Employee may take under subclause 62.3.

62.3 Unpaid Parental Leave

- (a) An Eligible Employee is entitled to 12 months' Unpaid Parental Leave if:
 - (i) the leave is associated with:
 - (A) the birth of a Child (including a Stillbirth) of the Eligible Employee or the Eligible Employee's Spouse or their legal surrogate; or
 - (B) the placement of a Child with the Eligible Employee for adoption; and
 - (ii) the Eligible Employee has or will have a responsibility for the care of the Child, or in the case of a Stillbirth, the Eligible Employee had or would have had a responsibility for the care of the Child if the Child had been born alive.
- (b) **Access to parental leave for an Employee whose Child is born by surrogate**

An Employee whose Child is born through a surrogacy arrangement which complies with Part 4 of the *Assisted Reproductive Treatment Act 2008* (Vic) (or successor instrument), is eligible to access the parental leave entitlements outlined in clause 62.3(a).

- (c) Except as provided at subclause 62.4 (Flexible Unpaid Parental Leave), subclause 62.8 (Employer may require pregnant Employee to take Unpaid Parental Leave) subclause 62.5 (permitted work periods while Child is hospitalised) and subclause 62.20 (Keeping in Touch Days), the Eligible Employee must take the leave in a single continuous period.
- (d) Subject to subclause 62.3(e), an Eligible Employee must start and end their period of Unpaid Parental Leave during the 24-month period starting on the date of birth, or placement, of the Child.
- (e) If an Eligible Employee is pregnant and taking birth-related leave, the Eligible Employee can also start their period of Unpaid Parental Leave up to six weeks before the expected date of birth of the Child, or earlier if the Eligible Employee and the Employer agree. However, the period of Unpaid Parental Leave must still end during the 24-month period starting on the date of birth of the Child.
- (f) An Eligible Employee may be able to extend a period of unpaid parental leave in accordance with subclause 62.12 (Variation of notified period of Unpaid Parental Leave (up to 12 months)) or subclause 62.13 (Right to request an extension of period of Unpaid Parental Leave beyond 12 months).

62.4 Flexible Unpaid Parental Leave

- (a) An Eligible Employee may take up to:
 - (i) 120 days, for a Child born or placed for adoption between 1 July 2025 and 30 June 2026;
 - (ii) 130 days, for a Child born or placed for adoption on or after 1 July 2026; or
 - (iii) the maximum number of days as otherwise prescribed in the *Fair Work Regulations 2009* (Cth),of their Unpaid Parental Leave entitlement under subclause 62.3 as Flexible Unpaid Parental Leave if the requirements of this subclause are satisfied in relation to the leave.
- (b) An Eligible Employee may take Flexible Unpaid Parental Leave:
 - (i) during the 24-month period starting on the date of birth (including a Stillbirth) or day of placement of the Child; and
 - (ii) during the period that starts 6 weeks before the expected date of birth of the Child if the Eligible Employee is pregnant.

- (c) The number of days of Flexible Unpaid Parental Leave that the Eligible Employee takes must not be more than the number of flexible days notified to the Employer under subclause 62.7(e) (subject to any agreement under subclause 62.4(h)(ii)).
- (d) An Eligible Employee must take the Flexible Unpaid Parental Leave as:
 - (i) a single continuous period of one or more days;
 - (ii) or separate periods of one or more days each.
- (e) An Eligible Employee may take Flexible Unpaid Parental Leave whether or not they have taken Unpaid Parental Leave under another subclause of this clause 62 in relation to the Child. However, an Eligible Employee may take Flexible Unpaid Parental Leave after taking one or more periods of Unpaid Parental Leave under another subclause of this clause 62 only if the total of those periods (disregarding any extension under subclause 62.12 or 62.13) is no longer than 12 months, less the employee's Notional Flexible Period.
- (f) Flexible Unpaid Parental Leave cannot be used to break up a period of Unpaid Parental Leave taken under subclause 62.3.
- (g) An Eligible Employee is not entitled to take Flexible Unpaid Parental Leave in relation to a Child if:
 - (i) The Child and another Child:
 - (A) are born during the same multiple birth; or
 - (B) are both placed with the Eligible Employee for adoption and have the same day of placement; and
 - (ii) the Eligible Employee takes Flexible Unpaid Parental Leave in relation to the other Child.
- (h) When giving notice of their intention to take Unpaid Parental Leave in accordance with subclause 62.7, an Employee must specify the total number of days, if any, to be taken as Flexible Unpaid Parental Leave (**Flexible Days**). If the Employer agrees, an Eligible Employee may change the total number of Flexible Days previously notified to the Employer in accordance with subclause 62.7 by:
 - (i) reducing the number of Flexible Days, including by reducing the number of flexible days to zero;
 - (ii) increasing the number of Flexible Days, but not so as to increase the maximum number of Flexible Days that the Employee is entitled to as stipulated in subclause 62.4(a).
- (i) An Eligible Employee must give written notice of a Flexible Day on which the Employee will take Flexible Unpaid Parental Leave at least 4 weeks before that day or, if 4 weeks' is not practicable, as soon as practicable. If the Employer agrees, an Eligible Employee may change a day on which the

Eligible Employee takes Flexible Unpaid Parental Leave from a day previously notified in accordance with this subclause 62.4(i).

62.5 Hospitalised children – agreement to not take Unpaid Parental Leave

- (a) If:
- (i) a Child is required to remain in hospital after the Child's birth, or is hospitalised immediately after the Child's birth, including because:
 - (A) the Child was born prematurely; or
 - (B) the Child developed a complication or contracted an illness during the Child's period of gestation or at birth; or
 - (C) the Child developed a complication or contracted an illness following the Child's birth; and
 - (ii) an Eligible Employee, whether before or after the birth of the Child, gives notice in accordance with subclause 62.7 of the taking of a period of Unpaid Parental Leave (the **original leave period**) in relation to the Child;
- then the Eligible Employee may agree with their Employer that the Eligible Employee will not take Unpaid Parental Leave for a period (the **permitted work period**) while the Child remains in hospital.
- (b) If the Eligible Employee and Employer so agree, then the following rules have effect:
- (i) the Eligible Employee is taken to not be taking Unpaid Parental Leave during the permitted work period;
 - (ii) the permitted work period does not break the continuity of the original leave period; and
 - (iii) the Eligible Employee is taken to have advised the Employer, for the purposes of subclause 62.7(f), of an end date for the original leave period that is the date on which that period would end if it were extended by a period equal to the permitted work period.
- (c) The permitted work period must start after the birth of the Child.
- (d) The permitted work period ends at the earliest of the following:
- (i) the time agreed by the Employer and Eligible Employee;
 - (ii) the end of the day of the Child's first discharge from hospital after birth; or
 - (iii) if the Child dies before being discharged, the end of the day the Child dies.
- (e) Only one period may be agreed to under subclause 62.5(a) for which the Eligible Employee will not take Unpaid Parental Leave in relation to the Child.

- (f) The Eligible Employee must, if required by the Employer, give the Employer evidence (including without limitation, a medical certificate) that would satisfy a reasonable person of either or both of the following:
 - (i) that subclause 62.5(a)(i) applies in relation to the child;
 - (ii) that the Eligible Employee is fit for work.

62.6 Paid Parental Leave

- (a) An Eligible Employee commencing Unpaid Parental Leave is entitled to Paid Parental Leave on the following basis:
 - (i) a Primary Carer taking Unpaid Parental Leave will be entitled to 14 weeks' Paid Parental Leave, provided that the period of Unpaid Parental Leave is taken contemporaneously with the birth or placement of the Child, (subject to clause 62.5 in which case the Employee taking Unpaid Parental Leave may agree with the Employer that the Employee will not take Unpaid Parental Leave during the permitted work period while the Child remains hospitalised); and
 - (ii) a non-Primary Carer taking Unpaid Parental Leave will be entitled to two weeks' Paid Parental Leave.
- (b) **One entitlement per Employee**

An Eligible Employee is not entitled to receive both Primary Carer and non-Primary Carer Paid Parental Leave for the same birth or adoption event. For clarity, there can only be one Primary Carer and one non-Primary Carer in respect of a Child.
- (c) Paid Parental Leave under this Agreement is in addition to any entitlement under a relevant Commonwealth Government paid parental leave scheme (subject to the requirements of any applicable legislation).
- (d) **Payment arrangements**
 - (i) The Employer and Eligible Employee may agree in writing on the method of payment of Paid Parental Leave, including payment in smaller amounts over a longer period, and whether payments are made consecutively or concurrently with any relevant Commonwealth Government parental leave scheme.
 - (ii) Such arrangements may also include a voluntary contribution to superannuation.
- (e) **Timing of Payments**
 - (i) The Eligible Employee must nominate a preferred payment arrangement at least four weeks prior to the expected date of birth or date of placement of the Child.
 - (ii) If no agreement is reached, Paid Parental leave will be paid during the ordinary pay periods corresponding with the period of the leave.

- (f) Subject to clause 64.2(b)(ii) and 64.2(g) (in the case of long service leave), a period of paid parental leave at double pay does not affect the period of continuous service recognised. For example, an Employee taking seven (7) weeks at double pay will have 14 weeks of continuous service recognised.

- (g) **Interaction with Unpaid Parental Leave**

The Paid Parental Leave prescribed by this subclause is concurrent with the relevant unpaid parental leave entitlement prescribed by the NES/this Agreement.

62.7 Notice and evidence requirements

- (a) An Eligible Employee must give written notice of the intention to take Unpaid Parental Leave (including Flexible Unpaid Parental Leave) at least 10 weeks before starting any of the leave covered by the notice. If 10 weeks' notice is not practicable and:
 - (i) the first or only period of leave covered by the notice is a single, continuous period of leave to be taken under subclause 62.3 (ie not as Flexible Unpaid Parental Leave); or
 - (ii) any of the leave covered by the notice starts before the Child's date of birth or expected date of birth;the Employee must otherwise give notice as soon as practicable.
- (b) However, if the first or only period of leave covered by the notice is to be taken as Flexible Unpaid Parental Leave under subclause 62.4, the notice may be given at a later time if the Employer agrees.
- (c) An Employee will not be in breach of subclause 62.7(a) if failure to give the stipulated notice is occasioned by the birth of the Child or placement occurring earlier than the expected date or in other compelling circumstances. In these circumstances the notice and evidence requirements of this clause should be provided as soon as reasonably practicable.
- (d) If any of the leave covered by the notice is to be taken as a single continuous period under subclause 62.3, the notice must include the intended start and end dates of that leave.
- (e) If any of the leave covered by the notice is to be taken as Flexible Unpaid Parental Leave, the notice must include the total number of days the Eligible Employee intends to take as Flexible Unpaid Parental Leave (**Flexible Days**).
- (f) If any of the leave covered by the notice is to be taken as a single continuous period of leave under subclause 62.3, then at least four weeks before the intended start date specified in the notice, the Eligible Employee must confirm in writing the intended start and end dates of that leave, or advise the Employer of any changes to the intended start and end dates of that leave, unless it is not practicable to do so.

- (g) The Employer may require an Eligible Employee who has given notice of their intention to take Unpaid Parental Leave to provide evidence which would satisfy a reasonable person of:
 - (i) in the case of birth-related leave:
 - (A) the date of birth, or expected date of birth, of the Child (including without limitation, a medical certificate or certificate from a registered midwife, stating the date of birth or expected date of birth); and
 - (B) if relevant, that their Child was Stillborn (including without limitation, a certification by a medical practitioner or registered midwife of the child as having been delivered); or
 - (ii) in the case of adoption-related leave, the day of placement (or expected day of placement) of the Child and that the Child will be under 16 years of age as at the day of placement or expected day of placement.
- (h) If the Employee also intends to take Paid Parental Leave, at the same time as providing notice of their intention to take Unpaid Parental Leave, the Employee must also provide a statutory declaration stating:
 - (i) that the Employee will become either the Primary Carer or non-Primary Carer of the Child, as appropriate;
 - (ii) the particulars of any parental leave taken or proposed to be taken or applied for by the Employee's Spouse; and
 - (iii) that for the period of parental leave the Employee will not engage in any conduct inconsistent with their contract of employment.

62.8 Employer may require pregnant Employee to take Unpaid Parental Leave

- (a) Where a pregnant Eligible Employee continues to work during the six week period immediately prior to the expected date of birth of the Child, the Employer may ask the Eligible Employee to provide a medical certificate stating if the Eligible Employee is fit for work and, if so, whether it is inadvisable for the Eligible Employee to continue in their present position because of illness or risks arising out of the Eligible Employee's pregnancy or hazards connected with the position.
- (b) Where a request is made under subclause 62.8(a), an Employer may require the Employee to take a period of Unpaid Parental Leave (other than Flexible Unpaid Parental Leave) as soon as practicable if the Eligible Employee:
 - (i) does not provide the Employer with the requested certificate within seven days after the request;
 - (ii) within seven days after the request, the Eligible Employee gives the Employer a medical certificate stating that the Eligible Employee is not fit for work.

- (c) A period of Unpaid Parental Leave that an Eligible Employee is required to take under subclause 62.8(b):
 - (i) must not end later than the earlier of:
 - (A) the end of the pregnancy; or
 - (B) if the Employee has given the Employer notice of taking a period of leave connected with the birth of the Child (whether Unpaid Parental Leave or some other kind of leave)—the start date of that leave;
 - (ii) is not subject to the notice and evidence requirements for Unpaid Parental Leave in subclause 62.7;
 - (iii) comes out of and forms part of the Eligible Employee's entitlement to 12 months of Unpaid Parental Leave under subclause 62.3.
- (d) Where a request is made under subclause 62.8(a) and an Eligible Employee provides a medical certificate that states that the Eligible Employee is fit for work but it is inadvisable for the Eligible Employee to continue in her present position during a stated period, subclause 62.16 (Transfer to a safe job) will apply.

62.9 Unpaid pre-adoption leave

- (a) An Employee seeking to adopt a Child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure.
- (b) The Employee and the Employer should agree on the length of the unpaid leave.
- (c) Where agreement cannot be reached the Employee is entitled to take up to two days unpaid leave.
- (d) Where paid leave is available to the Employee, the Employer may require the Employee to take such leave instead.
- (e) An Employee must give notice to their Employer of unpaid pre-adoption leave as soon as practicable and may be required by their Employer to provide satisfactory evidence of the requirement to attend any compulsory interviews or examinations.

62.10 Where placement does not proceed

Where the placement of the Child for adoption with an Eligible Employee does not proceed, the Eligible Employee must notify the Employer immediately.

62.11 Special parental leave

- (a) **Entitlement to unpaid special parental leave**
 - (i) An Eligible Employee is entitled to a period of unpaid special parental leave if the Eligible Employee is not fit for work during that period because:

- (A) of a pregnancy-related illness; or
- (B) all of the following apply:
 - i. the Eligible Employee has been pregnant; and
 - ii. the pregnancy ends after a period of gestation of at least 12 weeks otherwise than by the birth of a living Child or a Stillbirth.

- (ii) An Eligible Employee who has an entitlement to paid personal leave may, in part or whole, take personal leave instead of unpaid special parental leave under this clause.
- (iii) An Eligible Employee must give their Employer notice of the taking of unpaid special parental leave advising the period, or expected period, of the leave as soon as practicable.
- (iv) Where the pregnancy ends more than 28 weeks from the expected date of birth of the Child (i.e. after a period of less than 12 weeks gestation), the Eligible Employee is entitled to access any paid and/or unpaid personal leave entitlements in accordance with the relevant personal leave provisions.

(b) Entitlement to paid special parental leave

- (i) An Eligible Employee is entitled to a period of paid special parental leave if the child is Stillborn or dies within 24 months of birth.
- (ii) Paid special parental leave is the amount of paid parental leave under subclause 62.6(a)(i) (plus superannuation) to which the Eligible Employee would have been entitled if the child had not been Stillborn or died.
- (iii) An Employer must not, because of the Stillbirth or death, refuse to allow the Eligible Employee to take the paid special parental leave or cancel any part of that leave without being requested by the Employee to do so.
- (iv) Paid special parental leave is in addition to any unpaid special leave taken under subclause 62.11(a).

(c) Notice and evidence requirements

- (i) The Eligible Employee must give notice of taking special parental leave under this clause to the Employer as soon as practicable by advising the Employer of the period or the expected period of the leave.
- (ii) If an Eligible Employee takes leave under this clause the Employer may require the Eligible Employee to provide evidence that would satisfy a reasonable person of the matters referred to in subclause 62.11(a)(i) or 62.11(b)(i) or to provide a certificate from a registered medical practitioner.

62.12 Variation of notified period of Unpaid Parental Leave (up to 12 months)

- (a) Where:
- (i) an Eligible Employee has given notice of the taking of a period of Unpaid Parental Leave under subclause 62.3; and
 - (ii) the length of this period of Unpaid Parental Leave as notified to the Employer is less than the Eligible Employee's available entitlement to Unpaid Parental Leave; and
 - (iii) the Eligible Employee has commenced the period of Unpaid Parental Leave,
- the Eligible Employee may extend the period of Unpaid Parental Leave (up to the Eligible Employee's available entitlement to Unpaid Parental Leave) by giving their Employer notice in writing of the extension and specifying the new end date for the leave. This one-off extension is to be notified as soon as possible but no less than four weeks before the end date of the original leave period.
- (b) For the purpose of this clause, an Eligible Employee's available entitlement to Unpaid Parental Leave is 12 months, less:
- (i) any period of Unpaid Parental Leave that the Eligible Employee has been required to take under subclause 62.8(b) or subclause 62.16(f); and
 - (ii) if the Eligible Employee has notified the Employer of the taking of Flexible Unpaid Parental Leave, a period equal to the Eligible Employee's Notional Flexible Period.
- (c) If the Employer agrees, the Eligible Employee may further extend their period of Unpaid Parental Leave one or more times (as long as this does not exceed the Eligible Employee's available entitlement to Unpaid Parental Leave).
- (d) Nothing in this clause detracts from the basic entitlement in subclause 62.3 (Unpaid Parental Leave) or subclause 62.13 (Right to request an extension of period of unpaid parental leave beyond 12 months).

62.13 Right to request an extension of period of Unpaid Parental Leave beyond 12 months

- (a) An Eligible Employee who takes 12 months' Unpaid Parental Leave pursuant to subclause 62.3 may request the Employer to allow the Eligible Employee to extend the period of Unpaid Parental Leave by a further period of up to 12 months immediately following the end of the available parental leave.
- (b) **Request to be in writing**
- The request must be in writing and must be given to the Employer at least four weeks before the end of the available parental leave period.
- (c) **Response to be in writing**

The Employer must give the Eligible Employee a written response to the request as soon as practicable, and not later than 21 days after the request is made. The response must:

- (i) state that the Employer grants the request; or
- (ii) if, following discussion between the Employer and the Eligible Employee, the parties agree to an extension of Unpaid Parental Leave for a period that differs from the period requested — that period; or
- (iii) subject to the Employer meeting its obligations in subclause 62.13(d), state that the Employer refuses the request and include the matters set out in subclause 62.13(f).

(d) Refusal only in certain circumstances

The Employer may only refuse the request if:

- (i) the Employer has discussed the request with the Eligible Employee and genuinely tried to reach an agreement;
- (ii) the parties have not reached an agreement;
- (iii) the Employer has had regard to the consequences of the refusal for the Eligible Employee; and
- (iv) the refusal is on reasonable business grounds.

(e) Reasonable business grounds

Without limiting what are reasonable business grounds for the purpose of refusal by the Employer, reasonable business grounds for refusing a request include the following:

- (i) that the extension would be too costly;
- (ii) that there is no capacity to change the working arrangements of other Employees to accommodate the extension requested;
- (iii) that it would be impractical to change the working arrangements of other Employees, or recruit new Employees, to accommodate the extension requested;
- (iv) that the extension requested would be likely to result in a significant loss in efficiency or productivity; or
- (v) that the extension requested would be likely to have a significant negative impact on customer service.

(f) Reasons for refusal to be specified

If the Employer refuses the request, the written response must:

- (i) include details of the reasons for the refusal, including the particular business grounds for refusing the request and an explanation of how the business grounds apply to the Eligible Employee's request; and

- (ii) either:
 - (A) set out the extension of the period of Unpaid Parental Leave that the Employer would be willing to agree to; or
 - (B) state that there is no extension of the period that the Employer would be willing to agree to; and
- (iii) set out the effect of sections 76B and 76C of the Act, which concern the process related to disputing a refusal to grant an extension request at the Commission.

(g) **Disputes about extension requests**

Disputes about extension request may be deal with under the dispute resolution procedure (clause 19) and section 76B of the Act.

(h) **No extension beyond 24 months**

An Eligible Employee is not entitled to extend the period of Unpaid Parental Leave beyond 24 months after the date of birth or day of placement of the Child.

62.14 Reducing period of Unpaid Parental Leave

If the Employer agrees, an Employee whose period of Unpaid Parental Leave has started may reduce the period of Unpaid Parental Leave the Eligible Employee takes.

62.15 Parental leave and other entitlements

- (a) An Eligible Employee may use concurrently with Unpaid Parental Leave any accrued paid leave entitlements, including annual leave and/or long service, but excluding compassionate leave (unless the compassionate leave relates to the Stillbirth or death of the Child), personal/carer's leave, voluntary emergency management leave and jury service leave.
- (b) Taking concurrent paid leave does not have the effect of extending the period of Unpaid Parental Leave.

62.16 Transfer to a safe job

- (a) Where an Employee is pregnant and provides evidence that would satisfy a reasonable person that the Employee is fit for work but it is inadvisable for the Employee to continue in their present position for a stated period (the **risk period**) because of:
 - (i) illness or risks arising out of the pregnancy, or
 - (ii) hazards connected with the position,the Employee must be transferred to an appropriate safe job if one is available for the risk period, with no other change to the Employee's terms and conditions of employment.
- (b) **Paid no safe job leave**

If:

- (i) subclause 62.16(a) applies to a pregnant Eligible Employee but there is no appropriate safe job available;
- (ii) the Eligible Employee is entitled to Unpaid Parental Leave; and
- (iii) the Eligible Employee has complied with the notice of intended start and end dates of leave and evidence requirements under subclause 62.7 for taking Unpaid Parental Leave,

then the Eligible Employee is entitled to paid no safe job leave for the risk period.

- (c) If the Eligible Employee takes paid no safe job leave for the risk period, the Employer must pay the Eligible Employee at the Eligible Employee's base rate of pay for the Eligible Employee's ordinary hours of work in the risk period.
- (d) This entitlement to paid no safe job leave is in addition to any other leave entitlement the Eligible Employee may have.
- (e) If an Eligible Employee is on paid no safe job leave during the six week period before the expected date of birth, the Employer may request that the Eligible Employee provide a medical certificate within seven days stating whether the Eligible Employee is fit for work.
- (f) If, the Eligible Employee has either:
 - (i) not complied with the request from the Employer under subclause 62.16(e) above; or
 - (ii) provided a medical certificate stating that she is not fit for work,the Employer may require the Eligible Employee to take a period of Unpaid Parental Leave as soon as practicable. The Eligible Employee's entitlement to paid no safe job leave ends when this period of Unpaid Parental Leave starts.

(g) **Unpaid no safe job leave**

If:

- (i) subclause 62.16(a) applies to a pregnant Employee but there is no appropriate safe job available;
- (ii) the Employee will not be entitled to Unpaid Parental Leave as at the expected date of birth; and
- (iii) the Employee has given the Employer evidence that would satisfy a reasonable person of the pregnancy if required by the Employer (which may include a requirement to provide a medical certificate),

the Employee is entitled to unpaid no safe job leave for the risk period.

62.17 Returning to work after a period of parental leave

- (a) An Eligible Employee must confirm to the Employer that the Eligible Employee will return to work as scheduled after a period of Unpaid Parental Leave at least four weeks prior to the end of the leave, or where that is not practicable, as soon as practicable.
- (b) An Eligible Employee will be entitled to return:
 - (i) unless subclause 62.17(b)(ii) or subclause 62.17(b)(iii) applies, to the position which they held immediately before proceeding on parental leave;
 - (ii) if the Eligible Employee was promoted or voluntarily transferred to a new position (other than to a safe job pursuant to subclause 62.16), to the new position;
 - (iii) if subclause 62.17(b)(ii) does not apply, and the Eligible Employee began working part-time because of the pregnancy of the Eligible Employee, or their Spouse, to the position held immediately before starting to work part-time.
- (c) Subclause 62.17(b) is not to result in the Eligible Employee being returned to the safe job to which the Eligible Employee was transferred under subclause 62.16. In such circumstances, the Eligible Employee will be entitled to return to the position held immediately before the transfer.
- (d) Where the relevant former position (per subclauses 62.17(b) and 62.17(c) above) no longer exists, an Eligible Employee is entitled to return to an available position for which the Eligible Employee is qualified and suited nearest in status and pay to that of their pre-parental leave position.
- (e) The Employer must not fail to re-engage an Eligible Employee because:
 - (i) the Eligible Employee or Eligible Employee's Spouse is pregnant; or
 - (ii) the Eligible Employee is or has been immediately absent on parental leave.
- (f) The rights of the Employer in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.
- (g) **Stillbirth or death of child – cancelling leave or returning to work**
 - (i) In the event of a Stillbirth, or if a Child dies during the 24-month period starting on the Child's date of birth, then an Eligible Employee who is entitled to a period of Unpaid Parental Leave in relation to the Child may:
 - (A) before the period of leave starts, give their Employer written notice cancelling the leave; or
 - (B) if the period of leave has started, give their Employer written notice that the Eligible Employee wishes to return to work on a

specified day (which must be at least 4 weeks after the date on which the Employer receives the notice).

- (ii) Where notice under subclause 62.17(g)(i) is given, the Eligible Employee's entitlement to Unpaid Parental Leave in relation to the Child ends:
 - (A) if the action is taken under subclause 62.17(g)(i)(A), immediately after the cancellation of the leave; or
 - (B) if the action is taken under subclause 62.17(g)(i)(B), immediately before the specified day.
 - (iii) This subclause 62.17(g) does not limit subclause 62.14 (dealing with the Eligible Employee reducing the period of Unpaid Parental Leave with the agreement of the Employer).
- (h) **Employee who ceases to have responsibility for care of Child**
- (i) This subclause applies to an Employee who has taken Unpaid Parental Leave in relation to a Child if the Employee ceases to have any responsibility for the care of the Child for a reason other than because:
 - (A) of a Stillbirth; or
 - (B) the Child dies during the 24-month period starting on the Child's date of birth.
 - (ii) The Employer may give the Employee written notice requiring the Employee to return to work on a specified day.
 - (iii) The specified day:
 - (A) must be at least 4 weeks after the notice is given to the Employee; and
 - (B) if the leave is birth-related leave taken by an Employee who has given birth, must not be earlier than 6 weeks after the date of birth of the Child.
 - (iv) The Employee's entitlement to Unpaid Parental Leave in relation to the Child ends immediately before the specified day.

62.18 Replacement Employees

- (a) A replacement Employee is an Employee specifically engaged or temporarily promoted or transferred to perform the work of another Employee who is going to take or is taking Unpaid Parental Leave.
- (b) Before the Employer engages a replacement Employee, the Employer must inform that person of:
 - (i) the temporary nature of the employment;
 - (ii) the right of the Eligible Employee who is being replaced to:

- (A) cancel the leave or end the leave early if the Child is Stillborn or dies within 24 months (see subclause 62.17(g)); and
 - (B) return to their pre-parental leave position (see subclauses 62.17(b) to 62.17(d)); and
- (iii) the Employer's right to require the Eligible Employee to return to work if they cease to have any responsibility for the care of the Child (see subclause 62.17(h)).
- (c) This clause does not apply in relation to the taking of Flexible Unpaid Parental Leave under subclause 62.4.

62.19 Communication during parental leave – organisational change

- (a) Where an Eligible Employee is taking a period of Unpaid Parental Leave (other than Flexible Unpaid Parental Leave) and the Employer proposes a change that will have a significant effect within the meaning of clause 17 (Consultation) of this Agreement on the Eligible Employee's pre-parental leave position, the Employer will comply with the requirements of clause 17 (Consultation) which include but are not limited to providing:
 - (i) information in accordance with subclause 17.4; and
 - (ii) an opportunity for discussions with the Eligible Employee and, where applicable, the Eligible Employee's representative in accordance with subclause 17.6.
- (b) The Eligible Employee will take reasonable steps to inform the Employer about any significant matter that arises whilst the Eligible Employee is taking parental leave that will affect the Eligible Employee's decision regarding the duration of parental leave to be taken, whether the Eligible Employee intends to return to work and whether the Eligible Employee intends to request to return to work on a part-time basis.
- (c) The Eligible Employee will also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with subclause 62.19.

62.20 Keeping in touch days

- (a) This clause 62 does not prevent an Eligible Employee from performing work for the Employer on a keeping in touch day while the Eligible Employee is taking Unpaid Parental Leave. If the Eligible Employee does so, the performance of that work does not break the continuity of the period of Unpaid Parental Leave.
- (b) Any day or part of a day on which the Eligible Employee performs work for the Employer during the period of leave is a keeping in touch day if:
 - (i) the purpose of performing the work is to enable the Eligible Employee to keep in touch with their employment in order to facilitate a return to that employment after the end of the period of leave; and

- (ii) both the Eligible Employee and Employer consent to the Eligible Employee performing work for the Employer on that day; and
- (iii) the day is not within:
 - (A) if the Eligible Employee suggested or requested that they perform work for the Employer on that day - 14 days after the date of birth, or day of placement, of the Child to which the period of leave relates; or
 - (B) otherwise - 42 days after the date of birth, or day of placement, of the Child; and
- (iv) the Eligible Employee has not already performed work for the Employer or another entity on ten days during the period of leave that were keeping in touch days, subject to clause (d)(ii) below.
- (c) The Employer must not exert undue influence or undue pressure on an Eligible Employee to consent to a keeping in touch day.
- (d) For the purposes of subclause 62.20(b)(iv) the following will be treated as two separate periods of Unpaid Parental Leave (meaning that an Eligible Employee can work up to ten keeping in touch days during each period of leave):
 - (i) a period of Unpaid Parental Leave taken during the Eligible Employee's available parental leave period under subclause 62.3 (Unpaid Parental Leave) and 62.12 (Variation of notified period of Unpaid Parental Leave (up to 12 months)); and
 - (ii) an extension of the period of Unpaid Parental Leave under subclause 62.13 (Right to request an extension of period of Unpaid Parental Leave beyond 12 months),
- (e) Subclause 62.20(a) does not apply in relation to Flexible Unpaid Parental Leave.

63. Breastfeeding

63.1 Paid break

The Employer will provide reasonable paid break time for an Employee to express breast milk for her nursing child each time such Employee has need to express the milk, or breastfeed the child within the workplace, for one year after the child's birth.

63.2 Place to express or feed

- (a) The Employer will also provide a comfortable place, other than a bathroom, that is shielded from view and free from intrusion from co-workers and the public, which may be used by an Employee to express breast milk or breastfeed a child in privacy.

- (b) Appropriate refrigeration will be available in proximity to the area referred to in this subclause 63.2 for breast milk storage. Responsibility for labelling, storage and use lies with the Employee.

64. Long Service Leave

64.1 Part 1 - General

(a) **Scope**

This clause is split into 3 parts:

- (i) **Part 1** (Clause 64.1) explains the scope of this clause and includes defined terms used across each Part.
- (ii) **Part 2** (Clause 64.2) sets out the long service leave entitlement of Employees employed as a Group A Employee or Group B Employee (as defined below) at the time they take a period of long service leave or their employment ceases.
- (iii) **Part 3** (Clause 64.3) contains a series of common provisions that apply in respect of all Employees.

(b) **Definitions**

The following meanings shall apply to the terms referred to below for the purposes of this clause unless a contrary intention is apparent:

- (i) **Allowable period** of absence means five weeks in addition to the total period of paid annual, long service or personal leave which the Employee actually receives on termination or for which the Employee is paid in lieu.
- (ii) **Group A Employee** means, for the purpose of this clause 64, an Employee employed in one of the following roles or classifications:
 - (A) in Part 1 of Schedule 2D;
 - (B) in Part 1 of Schedule 3D in Grades 1A -10;
 - (C) in Part 2 of Schedule 3D in Grades 1A - 7; or
 - (D) as a Dental Assistant
- (iii) **Group B Employee** means, for the purpose of this clause 64, an Employee employed in Part 1 of **Schedule 3D** in Grade 11
- (iv) **Institution** means any Employer, hospital or benevolent home, community health centre, Society or Association:
 - (A) named in Schedule 1 of this Agreement; or
 - (B) that was registered and subsidised pursuant to the *Health Services Act 1988* (Vic) or the former *Hospital and Charities Act 1958* (Vic); or

- (C) the Cancer Institute constituted under the *Cancer Act 1958* (Vic); or
- (D) the Fairfield Hospital Board; or
- (E) the Bush Nursing Association,
- (F) and successors thereto.
- (v) **LSL Act** means the *Long Service Leave Act 2018* (Vic).
- (vi) **Month** means a calendar month.
- (vii) **Pay** means remuneration for an employee's normal weekly hours of work calculated at the employee's ordinary time rate of pay provided in **Schedules 2B** or **3B** at the time the leave is taken or (if the Employee dies before the completion of leave so taken) as at the time of the Employee's death; and will include any allowances usually paid, and will 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 and where a deduction is made for the rental, such amount shall be deducted from the pay for the period of leave.

If an Employee does not have normal weekly hours of work, Pay is calculated in accordance with section 16 of the LSL Act.
- (viii) **Service** means employment with an Employer, Institution or Statutory Body.
- (ix) **Statutory Body** means the Hospital and Charities Commission of Victoria, the Health Commission of Victoria, the Department of Health and Human Services and the NMBA, and successors thereto.
- (x) **Transfer of business** occurs in the circumstances described at section 311 of the Act.

64.2 Part 2 - Long service leave for Group A and Group B Employees

(a) Application of Part 2

This part (clause 64.2) applies to Group A Employees and Group B Employees only.

(i) Entitlement

Subject to clause 64.2(c) Employees are entitled to:

- (A) six months' (26 weeks') long service leave with Pay on completion of fifteen years of Continuous Service; and
- (B) thereafter an additional two months' (8.6667 weeks') long service leave with Pay on completion of each additional five years of Continuous Service.

- (ii) Subject to clause 64.2(c)(iii) below and 64.2(c)(iv), an entitlement under clause 64.2(a)(i) may be taken in advance on a pro rata basis if the Employee has accrued at least 7 years' Continuous Service.

(b) **Calculating Continuous Service**

(i) **Definitions:**

- (A) **Continuous Service** means continuous Service with the same Employer plus any prior Service of six months or more with one or more Institutions or Statutory Bodies.
- (B) **Continuous Casual Employment** means, for the purpose of clause 64.2(b)(ii), a period or periods of casual Service that are taken to be continuous, because one of the following applies:
 - i. the period starting at the end of a particular instance of employment and ending at the start of another particular instance of employment did not exceed either the allowable period of absence, or 12 weeks (whichever is greater); or
 - ii. the Employee had been employed by an Employer on a regular and systematic basis and the Employee had a reasonable expectation of being re-engaged by the same Employer; or
 - iii. the gap between engagements was due to the terms of engagement of the casual Employee; or
 - iv. the gap between engagements was caused by seasonal factors; or
 - v. the Employee and Employer agreed, before the start of an absence, to treat the employment as continuous despite the absence.

(ii) **Periods that count towards Continuous Service**

Service or prior Service as a Group A Employee or Group B Employee during the following periods will be deemed to be continuous and will count as Continuous Service for the purpose of subclause 64.2(a)(i):

- (A) an absence from work on any form of paid leave (e.g. annual leave, personal leave, long service leave and paid parental leave);
- (B) any interruption or ending of employment by the Employer if made with the intention of avoiding obligations in respect of long service leave or annual leave;
- (C) any absence on account of illness or injury arising out of or in the course of the employment for a period during which an Employee is receiving accident pay (see clause 37);

- (D) any absence from employment on defence service in accordance with section 8 of the *Defence Reserve Service (Protection) Act 2001* (Cth);
- (E) a period of absence on community service leave under the Act;
- (F) in the case of unpaid absences not otherwise referenced in this subclause, subject to clause 64.2(g):
 - i. any unpaid leave that is authorised in advance in writing by the Employer to count as service; or
 - ii. up to (but not including) 30 June 2020, any unpaid absence from work of not more than fourteen days in any year on account of illness or injury; or
 - iii. on and from 1 July 2020:
 - 1. any period of unpaid leave taken on account of illness or injury;
 - 2. a period of Parental Leave, including Parental Leave that is extended under clause 62; and
 - 3. the first 52 weeks of any other type of unpaid leave not specifically referenced in this subclause 64.2(b)(ii) and
 - iv. periods of Continuous Casual Employment with an Employer, Statutory Body or Institution,

save that if long service leave was already taken or paid in lieu in respect of any such period, no further benefit to long service leave will arise in respect of that period.

(iii) Periods that do not break Continuous Service, but do not count towards Continuous Service

Unless otherwise agreed in writing in advance between the Employer and Employee, the following periods do not break Continuous Service but do not count towards an employee's Continuous Service for the purpose of calculating the employee's long service leave entitlement:

- (A) any authorised period of unpaid leave not referred to in sub-clause 64.2(b)(ii);
- (B) subject to the requirements of the Act, any interruption arising directly or indirectly from an industrial dispute;
- (C) any period between the engagement with one Institution or Statutory Body and another provided it is less than the allowable period of absence from employment;
- (D) the dismissal of an employee if the employee is re-employed by the same Employer within a period not exceeding two months from the date of such dismissal;

- (E) up to (but not including) the commencement date of this Agreement, any absence on account of injury arising out of or in the course of her/his employment not covered by a period in which an Employee is receiving accident make up pay or other paid leave;
- (F) any unpaid absence of not more than 24 months taken by a Group A Employee or Group B Employee for the sole purpose of undertaking a course of study related to nursing or midwifery where the written approval of the Employer is given; and
- (G) any absence from work of a Group A Employee or Group B Employee for a period not exceeding twelve months in respect of any pregnancy not covered by 64.2(b)(ii)(A) or (ii)(F).

(c) **Taking of leave**

(i) **When leave is to be taken**

Long service leave will be granted by the Employer within six months from the date of the entitlement arising under clause 64.2(a)(i) save that:

- (A) long service leave may be postponed to a mutually agreeable date;
- (B) if agreement cannot be reached:
 - i. for Group A Employees, the date will be determined by a member of the Fair Work Commission provided that such a determination will not require long service leave to commence before six months from the date of such determination; and
 - ii. for Group B Employees the date may be determined by the Employee save that the Employer may refuse the date nominated by an Employee on reasonable business grounds.
- (C) Employees of the Royal Women's Hospital or Royal Children's Hospital classified in a role described in Schedule 3D who:
 - i. become entitled to long service leave; and
 - ii. do not take such leave within two years,may otherwise be required to take an amount of leave to reduce their entitlement to no more than three (3) months, unless deferment of the leave has been approved in writing by the Employer; and
- (D) leave the subject of approval or grant under clause 64.2(c)(iii) shall be taken in accordance with the terms of the application or agreement.

(ii) **How leave is to be taken**

Long service leave may be taken in any number of periods of no less than one day as agreed between the Employee and the Employer or as otherwise agreed as part of a transition to retirement.

(iii) Long service leave in advance

- (A) An Employee who is not eligible to take long service leave (including on a pro rata basis under subclause 64.2(a)(ii)) may request to take leave in advance by mutual agreement with the Employer.
- (B) Supplementary to subclause 64.2(c)(iii)(A), and subject to subclause 64.2(c)(iii)(C):
 - i. if a Group A Employee requests to take long service leave on a pro rata basis under clause 64.2(c)(iii)(A), the Employer must grant the Employee's request to take long service leave as soon as practicable after receiving the request unless the Employer has reasonable business grounds for refusing the request; and/or
 - ii. for Group B Employees, an Employer may, by agreement with the Employee, grant long service leave in advance on a pro rata basis at any time.
- (C) If an Employee takes long service leave in advance and the Employee's employment ends before the entitlement to the leave would otherwise have accrued:
 - i. the Employer may, from whatever amount is payable to the Employee upon termination, deduct the amount paid to the Employee for the leave in respect of which the Employee was not entitled, if:
 - 1. in the case of a Group A Employee, the termination was for serious and wilful misconduct; or
 - 2. in the case of a Group B Employee, the Employee had accrued less than 7 years' Continuous Service with the Employer as at the termination date; and
 - 3. the relevant period of service will not count as a period in respect of which long service leave has already been taken (or paid in lieu) for the purpose of clause 64.2(b)(ii) above (Periods that count towards Continuous Service for Group A and Group B Employees).

(iv) Flexible taking of leave

An Employee may, subject to approval by the Employer, convert their long service leave entitlement in one of the following ways:

- (A) taking double the period of approved long service leave at half Pay; or
- (B) taking half of the leave accrued at double Pay for the period of approved leave.

Flexible taking of long service leave does not affect an Employee's period of continuous service recognised. For example, an employee taking 12 months of long service leave at half pay will, for the purpose of calculating continuous service, have six months of continuous service recognised.

(d) Payment on termination of employment

(i) Interpretation

For the purposes of this clause 64.2(d), termination of employment has its ordinary meaning, provided that:

- (A) it is taken to occur upon conversion from full-time or part-time employment to casual employment; and
- (B) it is not taken to occur at the cessation of each shift as a casual Employee.

(ii) Basic entitlement at termination of employment

Except where an election is made under clause 64.2(d)(iii) below, an Employee is entitled to payment in lieu of untaken long service leave upon termination of employment (calculated at one thirtieth of the period of Continuous Service) if, as at the termination date:

- (A) in the case of a Group A Employee:
 - i. the Employee has accrued at least fifteen years' Continuous Service with the Employer; or
 - ii. the Employee has an entitlement to pro rata long service leave under clause 64.2(a)(ii) and was not terminated for serious and wilful misconduct; or
- (B) in the case of a Group B Employee, the Employee has accrued at least 7 years' Continuous Service with the Employer.

(iii) Election for payment of entitlement or transfer of entitlement at termination

- (A) This subclause applies to the following Employees:
 - i. Group A Employees who have an entitlement to be paid pro rata long service leave under clause 64.2 (who therefore have less than fifteen years' accrued Continuous Service with an Employer); and
 - ii. Group B Employees who have at least seven years' accrued Continuous Service with an Employer.

(B) An Employee to whom subclause 64.2(d)(iii)(A) applies who intends to be re-employed by another Institution or Statutory Body, may:

- i. request in writing that payment for accrued long service leave be deferred until after the Employee's allowable period of absence (as defined above) has expired; and
- ii. where the Employee notifies the initial Employer in writing within the allowable period of absence that the Employee has been employed by such an employer, the initial Employer is no longer required to make payment to the Employee in respect of such service.

(C) Where the notice referred to at clause 64.2(d)(iii)(B)ii is not provided prior to or within the allowable period of absence the Employer will, upon the expiration of the allowable period of absence, make payment in lieu of long service leave as per subclause 64.2(d)(ii).

(iv) Payment in lieu of long service leave on the death of an Employee

Where an Employee dies while still in the employ of the Employer, payment in lieu of long service leave will be made to the Employee's personal representative in accordance with clause 64.2(d)(ii) above.

(v) No entitlement arising for periods of leave already taken

For the removal of doubt, where an Employee makes an election under clause 64.2(d)(iii) such that their previous Service is recognised by the new Employer, the Employee's previous Employer is no longer liable to make any payment in lieu of that employee's service.

(e) Public holidays and Accrued Days Off

See also clause 73 (Public Holidays) and 50 (Accrued Days Off).

Long service leave is inclusive of any public holiday or ADO occurring during the period when leave is taken.

(f) Proof of sufficient aggregate of service

The onus of proving a sufficient aggregate of service to support a claim for any long service leave entitlement will at all times rest upon the Employee concerned. A certificate in the following form will constitute acceptable proof:

CERTIFICATE OF SERVICE

[Name of Institution] [date]

This is to certify that [Name of Employee] has been employed by this institution/society/board for a period of [years/months/etc.] from [date] to [date].

Specify hereunder full details of any additional service with a different Institution or Statutory Body that was recognised by [Name of Institution]:

.....

Specify hereunder full details of paid leave, unpaid leave or absences (including whether any such period constitutes Continuous Service), and periods represented by a payment made in lieu of leave or a transfer of leave upon termination of employment:

.....

Specify hereunder full details of long service leave granted during service or on termination:

.....

Signed[Stamp of institution]

(g) Transitional Arrangements for Parental Leave taken after 1 November 2018 and before the commencement date of this Agreement

Note 1: Unpaid Parental Leave taken prior to 1 November 2018 does not count as Continuous Service unless otherwise agreed, per clause 64.2(b)(iii)(F).

Note 2: Unpaid Parental Leave taken after the commencement date of this Agreement will constitute Continuous Service, per clause 64.2(b)(iii)(F).

- (i) As an exception to clause 64.2(b)(iii)(F), an Employee who took a period of unpaid Parental Leave that included any part of the period between 1 November 2018 and the commencement date of this agreement (inclusive) may make an application to the Employer to have that service recognised for Long Service Leave purposes. The Employer will approve the application and provide to the Employee an updated Certificate of Service reflecting the adjusted service arrangements.
- (ii) An Employee electing to make an application under 64.2(g)(i) must make the application to the Employer no later than 6 months of the following (whichever occurs last):
 - (A) the date on which this Agreement commences; or
 - (B) the date on which the Employee returns to work after the qualifying period of unpaid Parental Leave.
- (iii) This clause 64.2(g) shall also apply to an Employee in respect of a former Employer if the Employee took a qualifying unpaid period of Parental Leave under this clause while employed by that former Employer.

(h) Service before 30 December 1964

Notwithstanding clause 64.2(b)(ii) for the purpose of determining the entitlement of an Employee classified:

- (i) in Part 1 of **Schedule 3D** in Grades 1 -10; or
- (ii) in Part 2 of **Schedule 3D** in Grades 1 - 7,

in respect of a period of employment beginning before 30 December 1964 and ending after the said date, the period of Service completed before 30 December 1964 will be reduced by one quarter.

64.3 Part 3 - Common conditions applicable to all Employees

(a) Payment for period of leave

- (i) Payment will be made in one of the following ways:
 - (A) in full advance when the Employee commences his/her leave;
 - (B) at the same time as payment would have been made if the Employee had remained on duty; or
 - (C) in any other way agreed between the Employer and the Employee.
- (ii) Where an Employee has been paid in advance, and an increase occurs in the ordinary time rate of pay during the period of long service leave taken, the Employee will be entitled to receive payment of the amount of any increase in pay at the completion of such leave.

(b) Records

The Employer will keep a long service leave record for each Employee, containing particulars of service, leave taken and payments made.

(c) Transfer of business

Where a Transfer of Business occurs, an Employee who worked with the old Employer and who continues in the service of the new Employer will be entitled to count their service with the old Employer as service with the new Employer for the purposes of this clause.

(d) Concurrent Service

- (i) Subject to subclause 64.3(d)(ii), concurrent service with two or more Employers remains separate and distinct.
- (ii) If a Group A or Group B Employee transfers from an Employer (the first Employer) to another employer (the new Employer) into an equivalent role, but retains concurrent employment with the first Employer as a casual Employee, then the Employee's service with the first Employer may transfer to the new Employer (despite the Employee remaining employed with the first Employer), if:
 - (A) the Employee does not have an entitlement to take long service leave under clause 64.2(a)(i);

- (B) the Employee has not already taken or been paid in lieu of long service leave in respect of the relevant period; and
- (C) either:
 - i. the Employee notifies the first Employer of the transfer in accordance with sub-clause 64.2(d)(iii) (Election for payment of entitlement or transfer of entitlement at termination); or
 - ii. the second Employer otherwise confirms in writing to the first Employer that the period of service has been so recognised (for the removal of doubt, if the second Employer determines to recognise the Employee's service with the first Employer, it must provide written notification of its determination to the first Employer).
- (iii) If a Group A or Group B Employee's long service leave entitlement is transferred in accordance with subclause 64.3(d)(ii):
 - (A) the first Employer will no longer be liable for the service, and the long service leave liability for the service as a Group A or Group B Employee with the first Employer will transfer to the new Employer;
 - (B) any casual service that occurs with the first Employer after the transfer referred to in clause 64.3(d)(iii)(A) above will be considered separate and distinct service on and from the date on which the Employee commenced employment with the new Employer, provided that:
 - i. the qualifying period required to accrue an entitlement to long service leave with the first Employer does not reset (that is, the Employee's prior service with the first Employer can be counted when calculating any future entitlement to long service leave with the first Employer);
 - ii. no benefit to long service leave will arise with the first Employer in respect of the prior period of employment with the first Employer; and
 - iii. the Employee's prior service with the first Employer is disregarded when calculating the Employee's normal weekly hours with the first Employer (e.g. for the purpose of sections 16 and 17 of the LSL Act).
- (iv) If the Employee is not entitled to transfer their service from the first Employer to the new Employer, or does not take the steps required in sub-clause 64.2(d)(iii) within the allowable period of absence, the first Employer will make payment in lieu of long service leave for the Continuous Service with the first Employer in accordance with clause 64.2(d)(ii) (Basic entitlement at termination of employment).

Example 1:

A Group A Employee is employed at the same time by Employer 1, and Employer 2.

The Group A Employee accrues service towards long service leave at each of Employer 1 and Employer 2.

If the Employee had been employed by Employer 1 for 11 years and Employer 2 for 6 years, the Employee can take LSL from Employer 1, but would need to continue working at Employer 2 until sufficient Continuous Service had accrued.

If the Employee resigned from both Employer 1 and Employer 2, and went to work for Employer 3, the Employee could:

- (a) transfer the 6 years' service with Employer 2 to Employer 3; and
- (b) have the accrued LSL from the 11 years' service with Employer 1 paid out in lieu on termination.

Example 2:

A Group B Employee has worked for Employer 1 for 6 years. The Employee commences employment with Employer 2 as a full-time Employee. To take up this opportunity, the Employee ceases permanent employment with Employer 1.

However, the Employee commences a casual employment relationship with Employer 1 within 12 weeks after resigning from their permanent position with Employer 1.

The Employee:

- (a) could transfer the 6 years' service with Employer 1 to Employer 2, and would be eligible to take LSL with Employer 2 once sufficient Continuous Service had accrued (taking into account the transferred service); and
- (b) could also take LSL on a pro rata basis with Employer 1 after sufficient Continuous Service had accrued, save that no entitlement would arise in respect of the prior 6 years' service that had been transferred to Employer 2.

(e) Savings

- (i) Clauses 64.2(d)(iii), 64.2(d)(v), 64.2(e), 64.2(g)(ii) and 64.3(d)(d)(ii) shall not apply to a Group B Employee, unless the Industrial Division of the Magistrates Court provides an opinion that determines generally the rights of applicable Employees under this Agreement under sub-section 23(2) of the LSL Act that the long service leave entitlements provided by this Agreement are more favourable than those provided by the LSL Act.
- (ii) The Unions and VHIA must make an application to the Magistrates Court under section 24 of the LSL Act for an opinion referred to in section 64.3(e)(i) as soon as reasonably practicable after the Agreement has been approved by the Fair Work Commission.
- (iii) No Employee shall otherwise suffer any detriment as a result of the operation of this clause to their entitlement to long service leave existing immediately prior to the coming into force of this clause.

65. Leave to Engage in Voluntary Emergency Management Activities

- 65.1** An Employee who engages in a voluntary emergency management activity with a recognised emergency management body that requires the attendance of the Employee at a time when the Employee would otherwise be required to be at work is entitled to leave for:
- (a) time when the employee engages in the activity;
 - (b) reasonable travelling time associated with the activity; and
 - (c) reasonable rest time immediately following the activity.
- 65.2** The Employee must advise the Employer as soon as reasonably practicable if the Employee is requested to attend a voluntary emergency management activity and must advise the Employer of the expected or likely duration of the Employee's attendance. The Employee must provide a certificate of attendance or other evidence of attendance as reasonably requested by the Employer.
- 65.3** Recognised emergency management bodies include but are not limited to, the Country Fire Authority, Red Cross, State Emergency Service and St John Ambulance.
- 65.4** An Employee who is required to attain qualifications or to requalify to perform activities in an emergency management body must be granted leave with pay for the period of time required to fulfil the requirements of the training course pertaining to those qualifications, provided that such training can be undertaken without unduly affecting the operations of the Employer.
- 65.5** The leave under this clause will be paid up to 2 weeks per calendar year, save that approval of paid leave is subject to the operational requirements of the Employer resulting from any emergency.

- 65.6** Nothing in this clause limits the ability of an Employee to be absent from employment for engaging in eligible community service activity in accordance with Division 8 of the Act.

Note: Under the Act, an employee who engages in an eligible community service activity is entitled to be absent from employment without pay (or in some circumstances, with pay). The relevant period consists of time engaged in the community service activity, reasonable travel time and reasonable rest time. Eligible community service activity means jury service, a voluntary emergency service management activity (such as voluntary work relating to an emergency or natural disaster when performed for a recognised emergency management body - as defined), or an activity prescribed from time to time. There are particular notice requirements so that the employer is advised of the forthcoming absence and how long it is expected to last. For jury service payments, refer to clause 66 (Jury Service).

66. Jury Service Leave

NOTE: Payments to Employees (other than casuals) for Jury Service is provided for in the NES. This clause contains supplementary terms. The Juries Act 2000 (Vic) provides further terms, including those that apply to casuals.

- 66.1** An Employee required to attend for jury service during their ordinary working hours will be reimbursed by the Employer an amount equal to the difference between:
- (a) the amount paid by the state of Victoria in respect of attendance for such jury service; and
 - (b) the amount the Employee could reasonably expect to have received from the Employer as earnings for the period at subclause 66.1(a) had they not been on jury service.
- 66.2** An Employee will notify the Employer as soon as possible of the date they are required to attend jury service.
- 66.3** The Employee will give the Employer evidence of:
- (a) attendance at the court;
 - (b) the duration of such attendance; and
 - (c) the total amount (even if it is a nil amount) of jury service pay that has been paid, or is payable, to the Employee for the period.
- 66.4** The Employee is not entitled to payment until the Employee provides evidence required by subclause 66.3.

67. Absences on Defence Leave

- 67.1** A Full Time or Part Time Employee absent on defence service will be reimbursed by the Employer an amount equal to the difference between:
- (a) the amount paid in respect of a period during which the Employee was absent on defence service; and

- (b) the amount the Employee could reasonably expect to have received from the Employer as earnings for that period had the Employee not been absent on defence service.

67.2 An Employee will notify the Employer as soon as possible of the date they require absence on defence service. The Employee will give the Employer proof that the absence relates to defence service, the duration of such absence and the amount received for the relevant defence service period.

67.3 In this clause 'absence on defence service' has the meaning contained in section 24A of the *Defence Reserve Service (Protection) Act 2001* (Cth).

Example: The Employee is on Defence Service leave in for the duration of a particular pay period. Were the employee not on Defence Service leave in that pay period they would have worked on Sunday and Monday evening shift of each week of the pay period. The Employee is entitled to payment as though at work for each of the Sundays and Mondays evening shifts, less the amount of payment (not including reimbursements) from the Defence Service for the equivalent time of the Sundays and Mondays evening shifts.

68. Special Disaster Leave

68.1 Special disaster leave of up to 3 days per calendar year is payable where:

- (a) the Employee is a full time or part time employee;
- (b) Personal Leave is not available either because the Employee has exhausted the accrual or the circumstance does not qualify for Personal Leave; and
- (c) the Employee is unable to attend work due to a disaster (such as fire or flood) where:
 - (i) the Employee's residence is damaged or under imminent threat of major damage;
 - (ii) the lives or safety of their immediate family or household members are threatened; or
 - (iii) there is a formal closure, flooding or other unusual danger of the use of a road(s) which is the Employee's normal travel route to work and no alternative practicable travel route is available.

68.2 Special disaster leave is non-cumulative.

69. Family and Domestic Violence Leave

NOTE: Family member is defined in section 8 of the Family Violence Protection Act 2008 (Vic) and is broader than the definition of immediate family in clause 6 (Definitions).

69.1 General Principle

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, the Employer is committed to providing support to Employees that experience family and domestic violence.

69.2 Definitions

(a) **Family and Domestic Violence** is:

- (i) violent, threatening or abusive behaviour by a close relative of a person, a member of a person's household, or a current or former intimate partner of a person, that:
 - (A) seeks to coerce or control the person; and
 - (B) causes the person harm or to be fearful.
- (ii) without limiting 69.2(a)(i), includes physical, sexual, financial, verbal, or emotional abuse by a family member as defined by the *Family Violence Protection Act 2008 (Vic)*.

(b) **Affected Employee** means an Employee experiencing Family and Domestic Violence as defined.

69.3 Eligibility

Leave for family and domestic violence purposes is available to all Employees, including casual Employees.

69.4 Amount of Leave

- (a) An Affected full-time Employee will have access to 20 days per year of paid leave.
- (b) An Affected part-time Employee who works 19 ordinary hours or more per week will have access to 20 days per year of paid leave on a pro-rata basis and a balance of unpaid leave days so that the Employee has access to 20 days leave in total per year.

Example: A part-time Employee is 0.75 EFT, meaning they can access 15 days of paid leave per year (the pro-rata entitlement of 20 days paid leave per year). They would therefore be able to access a further 5 days of unpaid leave per year for a total of 20 days of leave per year.

- (c) An Affected part-time Employee who works below 19 ordinary hours per week will have access to 10 days per year (not pro-rata) of paid leave and 10 days of unpaid leave.
- (d) An Affected casual Employee will have access to 10 days per year (not pro-rata) of paid leave and 10 days of unpaid leave.
- (e) Family and domestic violence leave is available in full at the start of each 12-month period of the Employee's employment and does not accumulate from year to year.

69.5 Taking of Leave

- (a) An Affected Employee may take family and domestic violence leave where they require time release for activities related to and as a consequence of family violence including:
 - (i) accessing police services;
 - (ii) medical and legal assistance;
 - (iii) court appearances/hearings;
 - (iv) counselling (including financial counselling/assistance);
 - (v) relocation;
 - (vi) making safety arrangements.
- (b) An Employee who supports a person experiencing family and domestic violence may utilise their personal leave entitlement to accompany them to court, to hospital, or to care for children. The Employer may require evidence consistent with clause 58.4(c) (Personal leave – evidence requirements) or clause 58.5(a) (Carer's leave – evidence requirements) from an Employee seeking to utilise their personal/carers leave entitlement.
- (c) Leave can be taken without prior approval where it is impractical for the Affected Employee to provide notice of taking the leave.
- (d) Leave may be taken as consecutive or single days or as a fraction of a day.
- (e) Employees who are experiencing family and domestic violence that access paid family and domestic violence leave during a period of other paid leave, such as paid personal/carers leave, are not taken to be on paid personal/carers leave for the period of the paid family and domestic violence leave.

69.6 Payment for Leave

- (a) Where an Affected Employee takes a period of family and domestic violence leave under this clause 69, the Employer must pay the Employee, in relation to the period:
 - (i) **for an Employee other than a casual Employee** - at the Employee's full rate of pay, worked out as if the Employee had not taken the period of leave;
 - (ii) **for a casual Employee** - at the Employee's full rate of pay, worked out as if the Employee had worked the hours in the period for which the casual Employee was rostered.
- (b) Full rate of pay includes any applicable allowances, overtime payments or penalty rates.

- (c) Without limiting subclause 69.6(a)(ii), a casual Employee is taken to have been rostered to work hours in a period if the Employee has accepted an offer by the Employer of work for those hours.
- (d) Subclause 69.6(a)(ii) does not prevent a casual Employee from taking a period of family and domestic violence leave that does not include hours for which the casual Employee is rostered to work. However, the Employer is not required to pay the casual Employee in relation to such a period.

69.7 General Measures

- (a) Evidence of family and domestic violence may be required and can be in the form an agreed document issued by the Police Service, a Court, a registered health practitioner, a Family Violence Support Service, district nurse, maternal and health care nurse or Lawyer. A signed statutory declaration can also be offered as evidence.
- (b) All personal information concerning family and domestic violence will be kept confidential in line with the Employer's policies and relevant legislation. No information will be kept on an Employee's personnel file without their express written permission.
- (c) The Employer will not, except with the consent of the Employee, use such information for a purpose other than satisfying itself in relation to family and domestic violence leave under this clause.
- (d) No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing family and domestic violence.
- (e) The Employer will identify contact/s within the workplace who will be trained in family and domestic violence and associated privacy issues. The Employer will advertise the name of any Family Violence contacts within the workplace.
- (f) An Employee experiencing family and domestic violence may raise the issue with their immediate supervisor, Family Violence contacts, Union delegate or nominated Human Resources contact. The immediate supervisor may seek advice from Human Resources if the Employee chooses not to see the Human Resources or Family Violence contact.
- (g) Where requested by an Employee, the Human Resources contact will liaise with the Employee's manager on the Employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with subclause 69.8 below.
- (h) The Employer will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an employee reports family and domestic violence.

69.8 Individual Support

- (a) In order to provide support to an Employee experiencing family and domestic violence and to provide a safe work environment to all Employees, the Employer will approve any reasonable request from an Employee experiencing family and domestic violence for:
 - (i) temporary or ongoing changes to their span of hours or pattern or hours and/or shift patterns;
 - (ii) temporary or ongoing job redesign or changes to duties;
 - (iii) temporary or ongoing relocation to suitable employment;
 - (iv) a change to their telephone number or email address to avoid harassing contact;
 - (v) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- (b) Any changes to an Employee's role should be reviewed at agreed periods. When an Employee is no longer experiencing family and domestic violence, the terms and conditions of employment may revert back to the terms and conditions applicable to the Employee's substantive position.
- (c) An Employee experiencing family and domestic violence will be offered access to the Employee Assistance Program (EAP) and/or other available local employee support resources. The EAP will include professionals trained specifically in family violence.
- (d) An Employee that discloses that they are experiencing family violence will be given information regarding current support services.

70. Cultural and Ceremonial Leave

- 70.1** 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.
- 70.2** 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.
- 70.3** 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 will have an existing entitlement reduced as a result of this clause); or
 - (b) for other ceremonial obligations under Aboriginal or Torres Strait Islander law.

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

70.5 NAIDOC Week Leave

- (a) An Employee of Aboriginal or Torres Strait Islander descent is entitled to one day of paid leave per calendar year to participate in National Aboriginal and Islander Day Observance Committee (**NAIDOC**) week activities and events.
- (b) NAIDOC week leave does not accrue from year to year and is not paid out on termination of employment.
- (c) Where an Employer receives a request to substitute a public holiday in accordance with clause 73.5 of this Agreement for a day during NAIDOC week, the Employer will consider all the circumstances including:
 - (i) any reason identified by the Employee with respect to the request; and
 - (ii) the operational requirements of the Employer.
- (d) An Employer will not unreasonably refuse a request to substitute a public holiday under this subclause.

70.6 Leave to attend First Peoples' Assembly of Victoria

- (a) An Employee who is a member of the First Peoples' Assembly of Victoria is entitled to up to 10 days' paid leave per calendar year to fulfil their official functions during their term of office.
- (b) Leave will be available to attend sessions of the First Peoples' Assembly of Victoria to participate in constituent consultation relevant to their role or for any other ancillary purpose as agreed with the Employer.
- (c) Leave under this clause will not accrue from year to year and is not paid out on termination of employment.
- (d) Where in any calendar year an Employee exhausts their entitlement under this clause, the Employer may grant further paid or unpaid leave to support their Employee's representative functions.
- (e) The Employee may also utilise flexible working arrangements, in addition to leave provided in this clause, to help support their representative functions, with the agreement of the Employer.

71. Reproductive Health Leave

Note: This clause does not apply to casual employees.

71.1 Definition

For the purposes of this clause, reproductive health matter includes polycystic ovarian syndrome, endometriosis and assisted reproduction.

71.2 Entitlement

An Employee may take up to five days (pro-rata for part-time Employees) per year of service paid Reproductive Health Leave where an Employee:

- (a) is unable to work as a result of experiencing symptoms associated with endometriosis or polycystic ovarian syndrome; or
- (b) requires medical care for treatment of, or associated with, endometriosis or polycystic ovary syndrome; or
- (c) is undertaking a medical procedure associated with assisted reproduction.

71.3 Access to Reproductive Health Leave

An Employee will become eligible to access the five days of Reproductive Health Leave where their balance of accrued Personal Leave has reduced to fifteen days or fewer. Subject to the conditions in this clause, a maximum of five days leave will be available per each year of employment. Accrual of Personal Leave will not be affected or reduced by an Employee accessing Reproductive Health and Wellbeing Leave.

71.4 Notice and evidence requirements:

- (a) The employee shall give the employer notice as soon as reasonably practicable when accessing leave under this clause.
- (b) If required by the employer, the employee is to provide evidence that would satisfy a reasonable person that leave taken under this clause was for a purpose described at 71.2.

71.5 Flexible working arrangements

Employees may seek to access reasonable adjustments as per clause 87 and flexible working arrangements as per clause 82, in conjunction with this clause.

72. Gender Affirmation

72.1 The Employer encourages a culture that is supportive of transgender and gender diverse Employees and recognises the importance of providing a safe environment for Employees undertaking gender affirmation.

72.2 Gender affirmation refers to the process where an Employee commences living as a member of another gender. This is sometimes referred to 'affirming' their gender. This may occur through medical, social or legal changes.

72.3 Employees may give effect to their affirmation in a number of ways and are not required to be undergoing specific types of changes, such as surgery, to access leave under this clause.

72.4 Amount of gender affirmation leave

- (a) An Employee (other than a Casual Employee) is entitled to Gender Affirmation Leave for the purpose of supporting the Employee's affirmation in

accordance with subclause 72.4(c) below. Gender Affirmation Leave will comprise:

- (i) up to 20 days' paid leave for essential and necessary gender affirmation procedures; and
 - (ii) up to 48 weeks of unpaid leave.
- (b) The Gender Affirmation Leave entitlements outlined in clause 72.4 are available to be taken by the Employee within the first 52 weeks after they commence Essential gender affirmation procedures.
- (c) Essential gender affirmation procedures may include:
- (i) medical or psychological appointments; or
 - (ii) hormonal appointments; or
 - (iii) surgery and associated appointments; or
 - (iv) appointments to alter the Employee's legal status or amend the Employee's gender on legal documentation; or
 - (v) any other similar necessary appointment or procedure to give effect to the Employee's affirmation as agreed with the Employer.
- (d) An Employee who is entitled to unpaid Gender Affirmation Leave may, in conjunction with all or part of that leave utilise accrued Annual or Long Service Leave, provided that the combined total of all paid and unpaid leave taken does not exceed 52 continuous weeks. This period can be extended by agreement between the Employer and the Employee (agreement will not unreasonably withheld).
- (e) Gender Affirmation Leave may be taken as consecutive, single or part days as agreed with the Employer.
- (f) Leave under this clause will not accrue from year to year and cannot be cashed out on termination of employment.

72.5 Gender Affirmation Leave – Casual Employees

Casual Employees are entitled to access unpaid leave of up to 52 continuous weeks duration for gender affirmation purposes.

72.6 Notice and evidence requirements

- (a) An Employee seeking to access Gender Affirmation Leave must provide the Employer with at least 4 weeks' written notice of their intended commencement date and expected period of leave, unless otherwise agreed by the Employer.
- (b) An Employee seeking to access Gender Affirmation Leave may be required to provide suitable supporting documentation or evidence of their attendance at essential gender affirmation procedures. This may be in the form of a document issued by a Registered Health Practitioner, a lawyer, or a State,

Territory or Federal government organisation, statutory declaration or other suitable supporting documentation.

73. Public Holidays

73.1 Entitlement to be absent on a public holiday

- (a) An Employee is entitled to be absent from their employment on a day or part-day that is a public holiday in the place where the Employee is based for work purposes.
- (b) **Reasonable requests to work on public holidays**
 - (i) However, an Employer may request an Employee to work on a public holiday if the request is reasonable.
 - (ii) If an Employer requests an Employee to work on a public holiday, the Employee may refuse the request if:
 - (A) the request is not reasonable; or
 - (B) the refusal is reasonable.
 - (iii) In determining whether a request, or a refusal of a request, to work on a public holiday is reasonable, the following must be taken into account:
 - (A) the nature of the Employer's workplace or enterprise (including its operational requirements), and the nature of the work performed by the Employee;
 - (B) the Employee's personal circumstances, including family responsibilities;
 - (C) whether the Employee could reasonably expect that the Employer might request work on the public holiday;
 - (D) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, work on the public holiday;
 - (E) the type of employment of the Employee (for example, whether full-time, part-time, casual or shiftwork);
 - (F) the amount of notice in advance of the public holiday given by the Employer when making the request;
 - (G) in relation to the refusal of a request – the amount of notice in advance of the public holiday given by the Employee when refusing the request; and
 - (H) any other relevant matter.
- (c) **Payment for absence on public holiday**
 - (i) Where a public holiday occurs on a day that a part-time or full-time Employee is rostered but not required to work, the Employee will:

- (A) be paid an amount equal to the Employee's ordinary rate of pay for the hours the Employee would normally have worked on that day, and
- (B) continue to accrue leave on the ordinary hours of work the Employee would normally have worked on that day.
- (ii) For the purposes of subclause 73.1(c)(i), **rostered but not required to work** means the Employee was rostered to work on the day that the public holiday was observed but because of the public holiday, was not required to work.
- (iii) The provisions of subclause 73.1(c) apply where the Employee is absent from their employment for part of their ordinary hours on the day or part-day that is a public holiday.

Examples:

1. *A part-time Employee is requested to work four (4) ordinary hours on the public holiday. If it was not for the public holiday, the Employee's ordinary hours would have been eight (8) on the day. The Employee is still entitled to their ordinary time rate of pay for the four (4) ordinary hours the Employee was not requested to work by the Employer. They will also accrue leave on what would have been their eight (8) ordinary hours on the day.*
2. *A full-time Employee is required to be on-call on the public holiday. If it was not for the public holiday, the Employee's ordinary hours would have been eight (8) on the day. The Employee is called in to work three (3) hours during what would have been part of their ordinary hours. The Employee is still entitled to their ordinary time rate of pay for the five (5) ordinary hours the Employee was not recalled to work by the Employer. They will also accrue leave on what would have been their eight (8) ordinary hours on the day.*

73.2 Meaning of public holiday

Subject to subclause 73.5, the public holidays to which this clause applies are the days determined under Victorian law as public holidays in respect of the following occasions:

- (a) New Year's Day, Australia Day, Christmas Day and Boxing Day; and
- (b) Good Friday, Easter Saturday, Easter Sunday, Easter Monday, ANZAC Day, King's Birthday and Labour Day; and
- (c) Melbourne Cup Day or in lieu of Melbourne Cup Day, some other day as determined under Victorian law for a particular locality; and
- (d) the Friday before the Australian Football League Grand Final.

73.3 Public holidays-in-lieu

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

73.4 Additional public holidays

Where in the State or Locality, public holidays are declared or prescribed on days other than those set out in subclauses 73.2 and 73.3 above, those days will constitute additional public holidays for the purposes of the Agreement.

73.5 Substitution of a public holiday for another day

- (a) An Employer and Employee may agree to substitute another day for a day that would otherwise be a public holiday under the Act or this Agreement.
- (b) An Employer and Employee may agree to substitute another part-day for a part day that would otherwise be a part-day public holiday under the Act or this Agreement.
- (c) Where an agreement under subclause 73.5(a) or (b) is reached, it will be recorded in writing and a copy given to the Employee.

73.6 Substitution of public holidays during NAIDOC week

- (a) Where an Employer receives a request to substitute a public holiday in accordance with clause 73.5 of this Agreement for a day during NAIDOC week, the Employer will consider all the circumstances including:
 - (i) any reason identified by the Employee with respect to the request; and
 - (ii) the operational requirements of the Employer.
- (b) An Employer will not unreasonably refuse a request to substitute a public holiday under this subclause.

73.7 Penalty payments for work on public holidays

- (a) An Employee, other than a casual Employee, who performs work (including overtime work) on a public holiday will be entitled to be paid:

- (i) 200% (based on 1/38th of the weekly salary set out in Schedule 2B or Schedule 3B) for the time worked on a public holiday; or
 - (ii) 250% (based on 1/38th of the weekly salary set out in Schedule 2B or Schedule 3B for the time worked on a public holiday on a Saturday or Sunday (which is inclusive of the rates in Section 2 clause 19 and Section 3 clause 5 (Weekend work))).
- (b) A Casual Employee who performs work (including overtime work) on a public holiday will be entitled to be paid 175% (inclusive of casual loading) (based on 1/38th of the weekly salary set out in Schedule 2B or Schedule 3B) for the time worked on a public holiday.

73.8 Public holidays occurring on a rostered day off

This clause does not apply to casual employees.

- (a) Subject to subclauses 73.8(c) and (d), a full-time or part-time Employee will receive a sum equal to 150% (based on 1/38th of the weekly salary set out in Schedule 2B or Schedule 3B) for public holidays that occur on the Employee's rostered day off, 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 their annual leave.
- (b) For the purposes of subclause 73.8(a), **rostered day off** means a day in which the Employee is not rostered for duty for the relevant roster period.
- (c) An Employee who is not ordinarily required to work on the day on which a public holiday is observed will not be entitled to the rostered off benefit provided in subclause 73.8(a).
- (d) In determining whether an Employee is ordinarily required to work on the day on which a public holiday is observed, the Employer will review the Employee's roster pattern over the preceding six-month period. If the rosters show that the Employee has worked 50% or more of the days on which a particular public holiday falls, the Employee will be entitled to receive the rostered off benefit provided in subclause 73.8(a) for that public holiday.

Examples:

1. *A full-time or part-time employee who only works Monday to Friday will not receive a rostered off benefit for public holidays that occur on a Saturday or Sunday.*
2. *A full-time employee works a rotating roster and has worked more than 50% of Saturdays in the preceding 6-month period. The employee is rostered to work Monday to Friday in a week where a public holiday falls on the Saturday. The employee will receive the rostered off benefit in addition to their contracted hours for that week (i.e. 38 hours of ordinary pay plus the equivalent of 1.5 days' ordinary pay or TOIL or Annual Leave credit).*

73.9 Public holidays and Accrued Days Off

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

PART H – UNION AND OTHER RESOURCES

74. Union Matters**74.1 Union Encouragement**

- (a) The Parties covered by this Agreement recognise the right to join a union and will encourage eligible persons to join and maintain financial membership of a union. The Parties further recognise that union membership remains at the discretion of individual workers.
- (b) An application for union membership and information on the relevant Union/s will be provided to all eligible workers as soon as practicable after the commencement of employment.
- (c) Information on the relevant Union/s will be included in induction materials, including current membership material, details of fees, and general information about the Union. This information will be supplied by the Union(s).

74.2 Access to Employees – General

The HWU will have access to Employees for any process arising under this Agreement.

74.3 Access to Employees – Electronic communication

The Employer will ensure that:

- (a) emails from the HWU domain name are not blocked or restricted by or on behalf of the Employer, except in respect of any individual Employee who has made a written request to the Employer to block such emails;
- (b) emails from Employees to the HWU are not blocked or restricted by or on behalf of the Employer;
- (c) access from health service computers and like devices to HWU websites and online information is not blocked, or limited; and
- (d) where a genuine security concern arises regarding the above, the Employer will immediately notify the HWU to enable the security concern to be addressed.

74.4 Access to Employees – Orientation/Induction

- (a) The HWU may attend, address and provide information to new Employees as part of orientation/induction programs for new Employees. The details of such attendance will be arranged by the Employer in consultation with the HWU.
- (b) Any attendance for the purposes of discussions with the Employees must meet the right of entry requirements under Part 3-4 of the Act.
- (c) An Employer will advise the HWU of the date, time and location of orientation/induction programs not less than 14 days prior to the orientation/induction program.
- (d) Those covered by this Agreement acknowledge the increasing role that technology plays in orientation / induction. Where an Employer conducts online orientation/induction, the Employer shall provide to the HWU alternative means by which the HWU can access new Employees, provided that such access is consistent with this subclause 74.4.

74.5 Delegates and HSRs

NOTE: Additional rights of HSRs are contained in the OHS Act.

- (a) In this subclause 74.5(a):
 - (i) **Representative** means a HWU Delegate, or HSR.
 - (ii) **Relevant Worker** means:
 - (A) In the case of a HWU Delegate, members of the HWU and any other persons eligible to be members of the HWU who work in the enterprise of an Employer; and
 - (B) In the case of a HSR, members of the designated work group eligible to be represented by the HSR.
 - (iii) **HWU Delegate** means, for the purposes of this clause, an Employee who presents themselves as a delegate of the HWU to their Employer, subject to:
 - (A) the HWU's applicable policies (if any); and

- (B) if status of a delegate is disputed, the HWU confirming in writing of the Employee's status as a HWU Delegate.
- (b) A Union Delegate is entitled to:
 - (i) represent the industrial interests of Relevant Workers, including in disputes between that person and the Employer; and
 - (ii) reasonable communication with members of the HWU, and any other persons eligible to be members of the HWU, in relation to their industrial interests. Communication may occur during working hours or work breaks, or before or after work.
- (c) For the purposes of representing the industrial interests of members of the HWU and any other persons eligible to be members of the HWU, a HWU Delegate is entitled to reasonable access to the workplace of the Employer and any workplace facilities where work of the Employer is being undertaken.
- (d) A Representative is entitled to reasonable time release from duty to:
 - (i) attend to matters relating to industrial, occupational health and safety or other relevant matters such as assisting with grievance procedures, attending committee meetings and facilitating posting to noticeboards in secure areas (subject to occupational health and safety or other reasonable requirements of the Employer);
 - (ii) access reasonable preparation time before meetings with management disciplinary or grievance meetings with a Relevant Worker;
 - (iii) in the case of a Union Delegate:
 - (A) appear as a witness or participate in conciliation or arbitration, before the Commission;
 - (B) present information on the HWU at orientation sessions for new Employees.
- (e) A Representative required to attend management or consultative meetings outside of paid time will be paid to attend.
- (f) A Representative will be provided with access to facilities such as:
 - (i) telephones,
 - (ii) computers,
 - (iii) emails,
 - (iv) noticeboards,
 - (v) meeting rooms or areas to hold discussions that are fit for purpose, private and accessible by the HWU delegate and eligible Employees;
 - (vi) Wi-Fi;
 - (vii) a lockable filing cabinet or other secure document storage area; and

- (viii) office facilities and equipment including printers, scanners and photocopiers

in a manner that does not adversely affect service delivery and work requirements of the Employer. In the case of an HSR, facilities will include other facilities as necessary to enable them to perform their functions as prescribed under the OHS Act.

- (g) Except as otherwise required by law, the Employer will not:
 - (i) unreasonably fail or refuse to deal with a HWU Delegate; or
 - (ii) knowingly or recklessly make a false or misleading representation to a HWU Delegate; or
 - (iii) unreasonably hinder, obstruct or prevent a HWU Delegate from exercising any of their rights,

insofar as the HWU Delegate is acting in their capacity as a Representative.

74.6 Noticeboard

- (a) A noticeboard for the HWU's use will be readily accessible in each ward/unit/work area where persons eligible to be members of the HWU are employed, unless otherwise agreed by the AIC referred to in subclause 74.10.
- (b) The HWU and members covered by this Agreement will, during the life of this Agreement, consult over the development of an electronic noticeboard managed by the HWU.
- (c) Where an Employer cannot facilitate noticeboards pursuant to subclause 74.6(a) as they operate in a building that is not owned by the Employer, the Employer and HWU will, as soon as reasonably practicable, implement an electronic noticeboard or other mutually agreed arrangement to give effect to subclause 74.6(a) ; this may include, but is not limited to:
 - (i) Centralised noticeboard(s) (e.g. a noticeboard in the staff cafeteria, but not in each ward/unit/work area);
 - (ii) The Employer providing a link on the staff intranet page that directs staff to the HWU website;
 - (iii) Additional reasonable time release for Representatives to attend to industrial matters associated with distributing Union communications that otherwise would be placed on noticeboards.
- (d) Where discussions referred to in 74.6(c) are unsuccessful, either party may refer the matter to the Fair Work Commission in accordance with Clause 19 – Dispute Resolution

74.7 Meeting Space

In the absence of agreement on a location for the holding of HWU meetings, the room where one or more of the Employees who may participate in the meeting ordinarily take meal or other breaks will be the meeting room for the purpose of

HWU meetings. Nothing in this clause is intended to override the operation of the Act.

74.8 Employees holding HWU official positions

The Employer will, on application by the HWU, grant leave without loss of pay (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.

74.9 Union Training

NOTE: an HSR may be entitled to any training in accordance with the OHS Act rather than, or in addition to, this clause.

- (a) Subject to the conditions in this subclause 74.9, Employees selected by the HWU to attend training courses on industrial relations and/or health and safety will be entitled to a maximum of five days' paid leave per calendar year per Employee.
- (b) Leave in excess of five days and up to ten days may be granted in a calendar year subject to the total leave being granted in that year and in the subsequent year not exceeding ten days.
- (c) The granting of leave will be subject to the Employer's operational requirements. The granting of leave will not be unreasonably withheld.
- (d) Leave under this subclause is granted on the following conditions:
 - (i) applications are accompanied by a statement from the HWU advising that it has nominated the Employee or supports the application;
 - (ii) the training is conducted by the HWU, an association of unions or accredited training provider; and
 - (iii) the application is made as early as practicable and not less than two (2) weeks before the training.
- (e) The Employee will be paid their 'ordinary pay' (as defined at clause 56.8 (Annual Leave)) for normal rostered hours (set out in Schedules 2B and 3B), but excluding shift work, overtime and other allowances.
- (f) Leave in accordance with this clause may include necessary travelling time in normal hours immediately before or after the course.
- (g) Leave granted under this clause will count as service for all purposes of this Agreement.
- (h) Expenses associated with attendance at training courses, including fares, accommodation and meal costs are not the responsibility of the Employer.

74.10 Agreement Implementation Committees

- (a) A local agreement implementation committee (AIC) will continue or, if there is not currently an AIC in operation, be established at each Employer. Having regard for the size and location, an AIC may be appropriate at each facility/campus. The AIC will, where practicable, comprise equal numbers of representatives of the Employer and the HWU for the purposes of:
 - (i) agreement implementation;
 - (ii) on-going monitoring and assessment of the implementation of this Agreement; and
 - (iii) to deal with any local disputes that may arise, without limiting the Dispute Resolution Procedure in this Agreement.
- (b) Priority items for consideration by the AIC will include the matters arising under:
 - (i) Union Matters (Section 1, Clause 74)
 - (ii) Designated Working Groups (Section 1, Clause 84.2)
 - (iii) Occupational Health and Safety – controlling hazards (Section 1, Clause 84.1(d)), including anti-bullying education;
- (c) Other activities undertaken by the AIC will include:
 - (i) Engagement with respect to the introduction of a local “Health Support Services Recognition Day”, with a view to determining the type of celebrations / activities to be held. Such activities should include promoting career development and be determined in consultation with the Workforce Skills, Capability and Mobility Committee.

74.11 Secondment to the HWU

- (a) The Employer will, on application, grant leave without pay to an Employee for the purpose of secondment to work for the HWU subject to the Employer’s reasonable operational requirements.
- (b) The Employee’s application must set out:
 - (i) the period of leave without pay sought – which must not exceed a period of twelve (12) months; and,
 - (ii) the Employee recognises that the Employee may not be able to return to their substantive role earlier than the requested end date.
- (c) Where an Employee seeks to extend their secondment beyond a period of twelve months, the Employee must submit a new application to their Employer

no less than six weeks prior to the end of their current secondment arrangement.

- (d) Where an Employee is seconded in accordance with this clause:
- (i) the Employee's absence will not contribute to, but not break continuity of service for the purpose of:
 - (A) Long Service Leave (Clause 64);
 - (B) Notice of Termination (Clause 28); and
 - (C) Redundancy and Associated Entitlements (Clause 29).
 - (ii) An Employee who possesses an ongoing contract of employment will return to their pre-secondment contracted hours of work at the cessation of the secondment arrangement.
 - (iii) An Employer will not be required to return to the Employee to their substantive role earlier than the requested end date.
 - (iv) The Employee will be expected to maintain confidentiality on matters pertaining to their substantive work with the Employer and the secondment with the HWU.
 - (v) The Employer and the Union will not require the Employee to divulge information that may cause the Employee to breach subclause 74.11(d)(iv).

74.12 Paid Union Meetings

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 unlawful industrial action or threat of unlawful industrial action.

- 74.13** To the extent that the provisions of clause 33A of the Modern Award may confer a more favourable benefit upon a workplace delegate than the express terms of this Agreement, those provisions are expressly incorporated into this Agreement and

operate as minimum entitlements for the delegate but do not operate so as to give the delegate a double benefit.

75. Payroll Deduction of Union Dues

- 75.1** On written request by an Employee, the Employer must deduct HWU membership dues from the Employee's after tax wages. The Employee must indicate their category of HWU membership to determine the applicable amount of dues to be deducted. The Employee may change their nominated category of membership for the purpose of deductions once a year.
- 75.2** Monies collected will be forwarded to the HWU monthly together with all necessary information to enable the reconciliation of crediting of subscriptions to members' accounts.
- 75.3** The HWU will inform the Employer and Employees who are members of the HWU of changes to the HWU membership dues when there is a change made in accordance with its rules.
- 75.4** An Employee may cease the deduction under this clause by notifying the Employer in writing.

76. Access to Computers

- 76.1** The parties recognise the increasing dependency on information technology in the workplace, including but not limited to the use of intranets, web based programs and provision of pay slips electronically.
- 76.2** An Employer will provide reasonable access to computer and printing facilities for Employees for work-related use, where those Employees are not ordinarily employed in classifications that use computers.
- 76.3** Nothing in this clause limits an Employer's right to implement policies on the appropriate use of information technology in the workplace.

77. Workforce Skills, Capability and Mobility

This clause does not apply to casual Employees

- 77.1** The parties are committed to providing opportunities for Employees to build their skills and capacity and subsequently improve workforce mobility within the classifications provided in this Agreement in accordance with this clause 77.
- 77.2 Workforce Skills, Capability and Mobility Committee (WSCMC)**
- (a) A local WSCMC will continue or, if there is not currently a WSCMC in operation, it is the responsibility of the Employer to create a SCMC who will meet at least quarterly (remotely or in person) and consist of:
- (i) Representatives of the Employer
 - (ii) HWU delegate and/or representative of the HWU

- (iii) Where employed by the Employer, the:
 - (A) Workplace Trainer/Careers Advisor
 - (B) Aboriginal Employment Support Officer
 - (C) Disability Employment Support Officer
 - (D) Veteran Employment Support Officer
- (iv) On invitation by the Employer (where applicable/relevant):
 - (A) Representatives of local registered training or apprenticeship organisations,
 - (B) Representatives of indigenous, disability and/or veteran employment organisations.
- (b) The terms of reference of the Workforce Skills, Capability and Mobility Committee will include assisting the Employer to:
 - (i) identify current or future skills and capability gaps relevant to the Employer, within the existing workforce,
 - (ii) develop internal pathways within the Employer to improve the skills and capabilities of the existing workforce
 - (iii) promote foreseeable employment opportunities that require vocational training, with the view to aligning interested Employees with vocational training providers to fulfil these foreseeable employment opportunities
 - (iv) generate partnerships with local registered training and/or apprenticeship organisations
 - (v) generate partnerships with local indigenous, disability and/or veteran employment organisations
 - (vi) introduce a local “Health Support Services Recognition Day”, with a view to determining the type of celebrations / activities to be held. Such activities should include promoting career development and be determined in consultation with the Agreement Implementation Committee.
 - (vii) any other matter agreed locally by the Workforce Skills, Capability and Mobility Committee
- (c) The Workforce Skills, Capability and Mobility Committee may meet as part of the Agreement Implementation Committee or during other scheduled meetings with the HWU as agreed locally.

PART I – CLASSIFICATION AND STAFFING

78. Classifications

- 78.1 The Employer will classify all Employees in accordance with the classification structure set out in Schedule 2D or Schedule 3D (as applicable).
- 78.2 The Employer will notify each Employee in writing upon commencement, of their classification and terms of employment.
- 78.3 The Employer will notify each Employee of any alteration to their classification in writing not later than the operative date of such change.

79. Flexibility

- 79.1 The parties recognise that many Employees are trained (or are capable of being trained) in many duties and roles across varying classifications in the agreement and across varying settings within the health service.
- 79.2 To this end, subject to any other provisions in the agreement, where a suitably qualified and trained Employee agrees, the Employer may roster them on a temporary basis, or irregularly, in different wards/units/departments, at the same or different classifications to that of their substantive role.

80. Secure Employment

80.1 Supplementary Labour

- (a) For the purposes of this subclause 80.1, **Supplementary Labour** means individuals who are engaged by a third-party organisation (such as contractors, employees of contractors and employees of labour hire businesses) assigned to perform work at the Employer's workplace, but who are not employed directly by the Employer.
- (b) The Employer acknowledges the positive impact that secure employment has on Employees and the provision of quality services to the Victorian community.
- (c) The Employer will give preference to ongoing forms of employment over casual and fixed term arrangements wherever possible. Supplementary Labour should not be used to undermine the job security of direct Employees and should only be relied on in limited circumstances.
- (d) Limiting the use of Supplementary Labour is consistent with the commitment to maintain public sector employment. Each Employer will seek to maximise its use of part- time and full-time Employees in meeting its staffing needs.
- (e) Arrangements that support this commitment include:

- (i) technology that supports the identification of labour requirements, budget and roster building; and
- (ii) processes to support and encourage the conversion from casual to permanent employment.

80.2 Vacancies

- (a) Where available hours of no greater than sixteen (16) hours a week arise within a department through the vacating of all or part of an existing position, the Employer may, as an alternative to advertising at sub-clauses 80.2(b) to 80.2(d), invite expressions of interest from part-time or casual Employees within the department. Where the process set out at sub-clause 80.2(a) is not utilised, 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
- (b) Where 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.
- (c) Where 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.
- (d) The Employer will advertise all vacancies that arise where the vacancy relates to a position that, but for the vacancy occurring would have been ongoing, as soon as practicable (ordinarily within 8 working days).

80.3 Replacing Absences

Where additional shifts are required to replace-planned or unplanned absences, prior to engaging agency staff, the Employer will give preference to:

- (a) existing part-time Employees who would not attract Overtime by performing the additional shift; then
- (b) casual Employees who would not attract Overtime by performing the additional shift; then
- (c) part time Employees or full-time Employees who would attract Overtime by performing the additional shift (subject to Clause 81.2 – Work-related Fatigue and Clause 54 – Reasonable Additional Hours); then finally
- (d) casual Employees who would attract Overtime by performing the additional shift (subject to Clause 81.2 – Work-related Fatigue and Clause 54 – Reasonable Additional Hours).

80.4 Promotion of Full-Time employment

- (a) Within 3 months of the commencement date of this Agreement, Employers will write to all Employees who are contracted to work a minimum of 37 hours

per week, or 74 hours per fortnight, to offer a conversion to Full-Time employment in accordance with subclause 22 (Full-time Employment).

- (b) Where an Employee declines the offer to convert to Full-Time employment under subclause 80.4(a) , that response will be provided to the Employer in writing.
- (c) An Employee contracted to work a minimum of 37 hours per week, or 74 hours per fortnight may request to convert to Full-Time employment after the commencement date of this Agreement and this request will not be refused.
- (d) Where a conversion to Full-Time employment occurs, the Employer will provide the Employee with a Letter of Appointment setting out the revised employment arrangement.

81. Workload Management

81.1 Purpose

- (a) The Employer acknowledges the benefits to both the organisation and the individual Employees gained through Employees having a balance between both their professional and family life.
- (b) The allocation of work must consider the Employee's hours of work, health, safety and welfare.
- (c) The Employer is obliged by the OHS Act to provide a safe workplace. It is recognised that adequate staffing affects workload and is relevant to occupational health and safety in the workplace.

81.2 Reasonable Overtime

- (a) Work will be allocated so that an Employee does not work routinely beyond their ordinary hours of work to complete their duties.
- (b) However, the Employer may require the Employee to work reasonable overtime hours (in which case the provisions of clause 20 of Section 2 and clause 6 of Section 3 – Overtime will apply).
- (c) The Employee may refuse to work overtime hours if the request is unreasonable (see clause 54 of Section 1).

81.3 Safe Staffing

The Employer will ensure that it is sufficiently staffed and resourced to enable each Employee to:

- (a) perform all aspects of their role/position during their ordinary hours;
- (b) take rest intervals and meal breaks provided by this Agreement; and
- (c) take leave provided for by this Agreement and the NES.

81.4 Replacing Absences

- (a) Where a planned or unplanned absence occurs, the Employer will ensure Employees' workloads are managed in accordance with this clause 81.
- (b) This may include but is not limited to:
 - (i) Prioritising work in the area the absence has occurred to ensure the work that was done by the absent Employee is not required to be undertaken by any other staff member/s;
 - (ii) Prioritising work in the area the absence has occurred to ensure workloads of staff member/s who may be asked to perform the priority duties of the absent Employee are adjusted by reducing their normal duties; or
 - (iii) Replacing the absent Employee.
- (c) The Employer agrees to replace staff on planned or unplanned absences, where workload cannot be deferred, rearranged or reallocated without generating an unreasonable workload.

81.5 Assignment of Work

The Employer, when assigning work to an Employee, will consider matters including, but not limited to:

- (a) duties directly associated with the inherent requirements of the Employee's role,
- (b) duties not directly associated with the inherent requirements of the Employee's role,
- (c) consideration of workload where an Employee, in addition to their substantive duties, is assisting with local orientation and/or induction of new Employee(s) or students.
- (d) consideration of workload where an absence has not been replaced on a shift,
- (e) the completion of mandatory training.

81.6 Raising Workload Management Concerns

- (a) Where an Employee, or group of Employees, believes that the Employer requires the Employee/s to perform work in a manner that is inconsistent with this Clause 81, the Employee/s may make a written request for a workload review.
- (b) The request will set out details of the Employee/s workload and the reasons why the workload is considered unreasonable.
- (c) The Employer will meet with the Employee/s to discuss the request as soon as practicable and within 21 days of the written request.
- (d) The Employer and Employee/s will do all that is reasonable to resolve the workload issue.

- (e) If no resolution can be achieved, the Employee may:
- (f) utilise the Occupational Health & Safety clause at clause 84 of this Agreement
- (g) utilise the Dispute Resolution Procedure set out in clause 19 of this Agreement.

81.7 Work-related Fatigue

The '*WorkSafe Victoria - Work-related Fatigue: A Guide for Employers*' – is a suitable framework under which to consider work-related fatigue issues.

82. Requests For Flexible Working Arrangements

82.1 The Act entitles a specified Employee to request flexible working arrangements in specified circumstances.

82.2 A specified Employee is a:

- (a) full-time or part-time Employee with at least 12 months continuous service; or
- (b) casual Employee (as defined by clause 25) who have been employed on a regular and systematic basis, and who has been employed on that basis for a sequence of periods of employment during a period of at least 12 months, and has a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.

82.3 The specified circumstances are if the Employee:

- (a) is pregnant;
- (b) is the parent, or has responsibility for the care, of a child who is of school age or younger;
- (c) is a carer (within the meaning of the *Carer Recognition Act 2010*) including one who is caring for someone who has a disability, a medical condition (including a terminal or chronic illness), a mental illness or is frail or aged;
- (d) has a disability;
- (e) is 55 or older;
- (f) is experiencing family and domestic violence; or
- (g) provides care or support to a member of the Employee's Immediate Family, or a member of the member of the Employee's household, who requires care or support because the member is experiencing family and domestic violence.

82.4 Making a request

- (a) A specified Employee may make a request to the Employer for a change in working arrangements relating to the circumstances at subclause 82.3.
- (b) A request for a flexible work arrangement includes (but is not limited to) a request to work part-time upon return to work after taking leave for the birth or

adoption of a child to assist the Employee to care for the child (which may, for example, include a reduction in existing part-time hours).

- (c) Changes in working arrangements may include, but are not limited to, hours of work, patterns of work or location of work.
- (d) A request by the Employee must be in writing, set out details of the change sought and the reasons for the change.

82.5 Responding to the request

- (a) The Employer must give the Employee a written response to the request within 21 days.
- (b) If the Employer cannot grant the request in full, the Employer may refuse the request only if:
 - (i) the Employer has:
 - (A) discussed the request with the Employee; and
 - (B) genuinely tried to reach an agreement with the Employee about making changes to the Employee's working arrangements to accommodate the Employee's circumstances;
 - (ii) the Employer and the Employee have not reached such an agreement;
 - (iii) the Employer has had regard to the consequences of the refusal for the Employee; and
 - (iv) the refusal is on reasonable business grounds.

Note: The specific circumstances of the employer, including the nature and size of the enterprise carried on by the employer, are relevant to whether the employer has reasonable business grounds for refusing a request. For example, if the employer has only a small number of employees, there may be no capacity to change the working arrangements of other employees to accommodate the request.

- (c) An Employee or Employer may choose to be represented at a meeting under clause 82.5(b)(i)(A) by a representative including a Union or employer organisation.
- (d) The response must:
 - (i) state that the Employer grants the request;
 - (ii) if, following discussion between the Employer and Employee, the Employer and Employee agree to a change to the Employee's working arrangements that differs from that set out in the request – set out the agreed change; or
 - (iii) state that the Employer refuses the request.
- (e) Where the Employer refuses the request, the written response must also include:

- (i) details of the reasons for the refusal;
- (ii) the Employers particular business grounds for refusal and an explanation of how these grounds apply to the Employee's request;
- (iii) either:
 - (A) set out the changes (other than the requested change) in the Employee's working arrangements that would accommodate, to any extent, the circumstances of the Employee and that the Employer would be willing to make; or
 - (B) state that there are no such changes; and
- (iv) set out the effect of subclause 82.6, including if a dispute is referred to the Commission.

82.6 Dispute Resolution

The dispute resolution procedure in the Agreement will apply to any grievance/dispute arising in relation to a request for flexible working arrangements.

83. Working from Home

83.1 The Employer recognises there may be mutual benefits for both Employees and the Employer to access home based work. The Employer will maintain a working from home policy that provides Employees with a genuine opportunity to work from home (WFH) where it is reasonable having regard for the circumstances, including:

- (a) OHS considerations;
- (b) any current Government directives or recommendations;
- (c) service delivery requirements.

83.2 An Employee is entitled to make a request to WFH in accordance with the Employer's policy.

83.3 Where an application is made in accordance with the Employer's policy, such a request will not be unreasonably refused by the Employer. Without limiting subclauses 83.1 or 83.3, an Employer may refuse an Employee's request to WFH on reasonable business grounds.

83.4 Nothing in this clause limits the right of an Employee to request a flexible working arrangement under clause 82 of this Agreement.

PART J – OCCUPATIONAL HEALTH AND SAFETY AND RELATED MATTERS

84. Occupational Health & Safety

84.1 General Principles

- (a) The parties to the 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.
- (b) The parties are committed to:
 - (i) the observance of safe working practices,
 - (ii) the correct use of all personal safety equipment;
 - (iii) compliance with duties for communicating occupational health and safety across languages; and
 - (iv) to the safety and good health of all Employees.
- (c) The provisions of this Agreement will be read and interpreted in conjunction with the OHS Act as varied from time to time and the WIRC Act 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 will prevail to the extent of any inconsistency.
- (d) The parties to the 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 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:
 - (i) manual handling;
 - (ii) blood borne and other infectious diseases;
 - (iii) needle stick injuries;
 - (iv) violence and aggression;
 - (v) circumstances that give rise to adverse effects on psychological health, including bullying, workplace stress and fatigue;
 - (vi) hazardous substances;
 - (vii) security;

- (viii) ergonomic hazards associated with repetitive motion, office or administrative duties (including work from home and 'hot desking');
- (ix) working in extreme hot or cold temperatures; and
- (x) hazardous noise.

84.2 Designated Work Groups

- (a) Where HWU members constitute the majority of the workforce within a Designated Work Group, the Employer will establish and maintain a system of Designated Work Groups (DWGs) in consultation with Employees and the HWU.
- (b) In determining the composition of DWGs, the following considerations will, 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 HSRs to employees in the area(s) concerned; and
 - (iv) the geographical layout of the workplace.

84.3 HSR Election Process

- (a) Employees in the relevant DWG will be given the opportunity to nominate for a position as an HSR.
- (b) Where there is more than one nominee for any vacancy of a HSR position, the method of conducting the election will 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 will, where requested by the staff, conduct the election.
- (c) If there are equivalent nominees to positions vacant then the candidate(s) will be elected unopposed.
- (d) Employers will provide to the HWU on a biannual basis a copy of the DWG list in the format set out below, preferably in Microsoft Excel, with the names of the HSR(s) relevant to Employees as well as other information set out below where practicable:

Employer	Campus	Name of DWG	Name of elected HSRs and Deputy HSRs (if no HSR state 'vacant')		Classification	Election Date	Training Date (5 day training)
			First Name	Surname			

84.4 HSR Training

- (a) When attending an approved course, HSRs will 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 HSR been at work.
- (b) Where HSR attend an approved course outside their normal working hours, they will 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 HSR:
 - (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 will be altered where necessary to ensure that HSRs are not exposed to extra risks from fatigue due to working extended hours or shiftwork while attending a training course.
- (d) The Employer will pay course fees for selected approved courses.
- (e) HSRs will have the right to choose which course to attend, provided it is an approved course.
- (f) The Employer will 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 will 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.

84.5 Reporting Incidents, Accident Investigation and Prevention

- (a) The Employer will 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 will 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 will 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.

84.6 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 will appoint a Return to Work Coordinator who will have sufficient knowledge of occupational rehabilitation legislation, regulations and guidelines to undertake the task.
- (c) Employees will have the right to have a HWU representative present at any interview arranged by their Employer regarding their return to work or rehabilitation, including monitoring or review of their return to work program. When arranging such interviews, the Employer will advise the Employee that he/she may have a HWU representative present. The Employer will where practicable provide to the Employee at least 7 days' notice of such interviews occurring.
- (d) The Employer will not seek to change the Employee's duties, hours or other aspects of the Employee's employment or return to work plan without consulting with the Employee. 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 will:
 - (i) Refer the Employee to the local Workplace Trainer/Careers Advisor (where one is employed by the Employer);
 - (ii) Ensure that the Employee is advised of all vacancies as they become available.

- (g) At the request of the Employee, the Employer will 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 will 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.

85. OH&S Department Placement

85.1 The parties recognise the valuable role of OH&S Representatives in facilitating safe working environments and the understanding of the interests of their peers within the Designated Working Group.

85.2 Application process

- (a) To facilitate the development of OH&S-specific skills and capability, an Employee covered by this Agreement who is an OH&S Representative may indicate an interest in undertaking a placement with the Employer's OH&S department (however titled or styled), the intention of which is to provide informal development opportunities and promote mutual understanding between the Employer's OH&S department and OH&S Representatives.
- (b) The Employer may or may not, at their full discretion, offer a placement arrangement to the OH&S Representative – the specifics of which, including the opportunities available and the frequency, length, location and timing of placement would be determined by the Employer, having regard to matters including, but not limited to, the financial impost of the placement, the operational requirements of the Employer and the interests of the OH&S Representative.

85.3 Wages & Allowances whilst on Placement

- (a) Where an OH&S Representative undertakes a placement in accordance with this clause, the OH&S Representative will be paid what they would have received by performing their substantive role during the hours that the placement occurs.
- (b) The performance of placement is in connection to their role as an OH&S Representative, not as part of their substantive role, therefore clause 5 of Section 2 and clause 2 of Section 3 (Higher Duties) will not apply.

85.4 Confidentiality

Without limiting the OH&S Representative's rights and responsibilities under OHS Legislation, the OH&S Representative will maintain confidentiality on matters pertaining to their placement.

86. Fitness for Work

86.1 Fit for Work

- (a) The Employer is responsible for providing a workplace that is safe and without risk to health for Employees, so far as is reasonably practicable.
- (b) Each Employee is responsible for ensuring that they are fit to perform their duties without risk to the safety, health and well-being of themselves and others within the workplace. This responsibility includes compliance with reasonable measures put in place by the Employer and any related occupational health and safety requirements.

86.2 Addressing concerns about Fitness for Work

- (a) In the event the Employee's manager forms a reasonable belief (as defined at subclause 86.2(b) below) that an Employee may be unfit to perform their duties, the Employer will act in a timely manner to promote physical, mental and emotional health so that Employees can safely undertake and sustain work.
- (b) In this clause **reasonable belief** means a belief based on sufficient evidence that supports a conclusion on the balance of probabilities. Nothing in this clause 86.2(b) permits an Employer to act contrary to the *Health Records Act 2001* (Vic).
- (c) In this clause **treating medical practitioner** means a practitioner relevant to the fitness for work concern and may, where relevant, also include programs such as the 'Mind Your Head' program, or a psychologist.
- (d) The Employer will:
 - (i) take all reasonable steps to give the Employee an opportunity to answer any concerns which are the subject of the reasonable belief;
 - (ii) recognise the Employee's right to have a representative, including a Union representative, at any time when meeting with the Employer;
 - (iii) genuinely consider the Employee's response with a view to promoting physical, mental and emotional health so that Employees can safely undertake and sustain work; and
 - (iv) take these responses into account in considering whether reasonable adjustments can be made in order that the Employee can safely undertake and sustain work.

86.3 Report from Treating Medical Practitioner

- (a) Where, after discussion with the Employee, the Employer continues to have a reasonable belief that the Employee is unfit to perform the duties, the Employer may request the Employee to obtain a report from the Employee's treating medical practitioner regarding the Employee's fitness for work. Where this occurs, the Employer will provide to the Employee, in writing, the

concerns and information that form the basis of the reasonable belief to assist the Employee's treating medical practitioner.

- (b) The Employee will:
 - (i) advise the Employer of the Employee's treating medical practitioner;
 - (ii) provide a copy of the report to the Employer; and
 - (iii) meet with the Employer to discuss any report.

86.4 Report from IME

- (a) If, on receipt of the report, and (where reasonably practicable) following discussion, the Employer continues to have a reasonable belief that the Employee is unfit for duty, or the Employee does not provide a report from the treating medical practitioner, the Employer may require the Employee to attend an independent medical examination (IME).
- (b) The Employer will:
 - (i) pay for the cost and expenses of the appointment and report;
 - (ii) provide a copy of the IME report to the Employee; and
 - (iii) meet with the Employee to discuss any report.

86.5 Information to Employee before IME

Before the Employee attends an IME under subclause 86.4 above, the Employee will be provided with a copy of:

- (a) the name of the proposed IME: and
- (b) any correspondence (including any supporting material) proposed to be sent to the IME.

86.6 Employee consultation and right to supplement information

Before attending an IME, the Employee may:

- (a) supplement the material to be provided to the IME;
- (b) request to meet with the Employer to consult about the material the Employer proposes to provide the IME. The Employee's representative may attend the meeting.

86.7 Relationship to WIRC

This clause 86 does not apply to an injury that is the subject of an active WorkCover claim. Matters regarding an Employee's Fitness for Work regarding an injury that is the subject of a WorkCover claim shall be managed in accordance with the WIRC Act including the Employer's obligation to provide a safe work environment.

86.8 Safe Work Environment is paramount

Nothing in this clause 86 prevents an Employer from taking any reasonable step in the workplace to ensure a safe work environment.

87. Reasonable Adjustments for Employees with a Disability

87.1 Purpose

The purpose of this clause is to reflect the obligations of the EO Act with respect to reasonable adjustments for Employees with a disability. The obligations apply regardless of whether the disability is or has been the subject of a WorkCover claim.

87.2 Definitions

(a) **Disability** has the same meaning as section 4 of the Equal Opportunity Act 2010 (Vic) (EO Act) and includes:

- (i) total or partial loss of a bodily function; or
- (ii) presence in the body of organisms that may cause disease;
- (iii) total or partial loss of a part of the body; or
- (iv) malfunction of a part of the body including a mental or psychological disease or disorder or condition or disorder that results in a person learning more slowly than those without the condition or disorder.

and includes a disability which is temporary or ongoing and that may exist in the future (including because of a genetic predisposition to that disability) and, to avoid doubt, behaviour that is a symptom or manifestation of a disability.

(b) **Reasonable adjustments** has the same meaning as section 20 of the EO Act and requires consideration of all relevant facts and circumstances including:

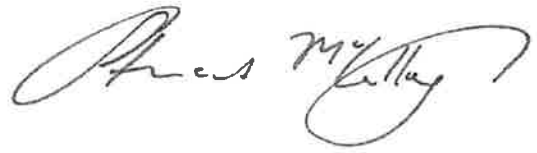
- (i) the Employee's circumstances, including the nature of the disability;
- (ii) the nature of the Employee's role;
- (iii) the nature of the adjustment required to accommodate the Employee's disability;
- (iv) the financial circumstances of the Employer;
- (v) the size and nature of the workplace and the Employer's business;
- (vi) the effect on the workplace and the Employer's business of making the adjustment including the financial impact, the number of persons who would benefit or be disadvantaged and the impact of efficiency and productivity;
- (vii) the consequences for the Employer in making the adjustment,
- (viii) the consequences for the Employee in not making the adjustment.

87.3 Reasonable Adjustments

Where an Employer knows, or reasonably ought to have known, that an Employee has a disability, the Employer:

- (a) is required to make reasonable adjustments to enable the Employee to perform the genuine and reasonable requirements of the employment, subject to subclause (b) below; and
- (b) is not required to make reasonable adjustments if the Employee could not or cannot adequately perform the genuine and reasonable requirements of the employment even after the adjustments are made.

SIGNED for and on behalf of each of the EMPLOYERS referred to in Schedule 1A by the authorised representative of the **Victorian Hospitals' Industrial Association, 88 Maribyrnong Street, Footscray, VIC, 3011** in the presence of:



Signature

Stuart McCullough, Chief Executive Officer



Witness

SIGNED for and on behalf of the **Health Services Union, 10A/663 Victoria St, Abbotsford, VIC, 3067** as representative of the employees covered by the agreement by its authorised officer in the presence of:



Signature

Charles Donnelly, Administrator



Witness

SIGNATURES

SCHEDULE 1A – EMPLOYERS COVERED

1. Albury Wodonga Health
2. Alexandra District Health
3. Alpine Health
4. Austin Health
5. Bairnsdale Regional Health Service
6. Barwon Health
7. Bayside Health
8. Beaufort and Skipton Health Service
9. Beechworth Health Service
10. Benalla Health
11. Bendigo Health
12. Boort District Health
13. Calvary Health Care Bethlehem Limited
14. Central Gippsland Health Service
15. Central Highlands Rural Health
16. Cohuna District Hospital
17. Colac Area Health
18. Corryong Health
19. Darlingford Upper Goulburn Nursing Home
20. Oral Health Victoria
21. Dhelkaya Health
22. East Grampians Health Service
23. East Wimmera Health Service
24. Eastern Health
25. Echuca Regional Health
26. Goulburn Valley Health
27. Grampians Health
28. Great Ocean Road Health
29. HealthShare Victoria

30. Heathcote Health
31. Hesse Rural Health Service
32. Heywood Rural Health
33. Glenview Health
34. Inglewood & Districts Health Service
35. Kerang District Health
36. Kyabram and District Health Service
37. Latrobe Regional Health
38. Mallee Track Health and Community Service
39. Mansfield District Hospital
40. Maryborough District Health Service
41. Melbourne Health
42. Mercy Hospitals Victoria Limited
43. Mildura Base Public Hospital
44. Monash Health
45. Moyne Health Services
46. NCN Health
47. Northeast Health Wangaratta
48. Northern Health
49. Omeo District Hospital
50. Orbost Regional Health
51. Peter MacCallum Cancer Institute (Trading as Peter MacCallum Cancer Centre)
52. Portland District Health
53. Red Cliffs and Community Aged Care Services Inc (Trading as Jacaranda Village)
54. Respect Group Limited (Lyndoch Living Residential Aged Care Facility only)
55. Robinvale District Health Services
56. Rochester & Elmore District Health Service
57. Royal Victorian Eye & Ear Hospital
58. Rural Northwest Health
59. Seymour Health
60. South Gippsland Hospital

- 61. South West Healthcare
- 62. St. Vincent's Hospital (Melbourne) Limited
- 63. Swan Hill District Health
- 64. Tallangatta Health Service
- 65. Terang and Mortlake Health Services
- 66. The Queen Elizabeth Centre
- 67. The Royal Children's Hospital
- 68. The Royal Women's Hospital
- 69. Timboon & District Healthcare Service
- 70. Tweddle Child & Family Health Service
- 71. West Gippsland Healthcare Group
- 72. West Wimmera Health Service
- 73. Western District Health Service
- 74. Western Health
- 75. Yarram and District Health Service
- 76. Yarrawonga Health
- 77. Yea & District Memorial Hospital

SCHEDULE 1B – SUPPORTED WAGE SYSTEM FOR EMPLOYEES WITH A DISABILITY

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:

- 1.1.1 **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.
- 1.1.2 **Assessment Instrument** means the tool 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.
- 1.1.3 **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* (Cth), as amended from time to time, or any successor to that scheme.
- 1.1.4 **Relevant Minimum Wage** means the minimum wage prescribed in **Schedule 2B or 3B** of this Agreement for the class of work for which an Employee is engaged.
- 1.1.5 **Supported Wage System** (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full Agreement wages because of a disability, as documented in the Supported Wage System Handbook.

2 Eligibility criteria

- 2.1 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.
- 2.2 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.
- 2.3 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* (Cth) 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 section 10 or section 12A of the

Disability Services Act 1986 (Cth), or if a part only has received recognition, that part.

3 Supported wage rates

- 3.1 Employees to whom this clause applies will be paid the applicable percentage of the Relevant Minimum Wage 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%

- 3.2 Where an Employee's assessed capacity is 10%, they must receive a high degree of assistance and support.
- 3.3 Provided that the minimum amount payable will be not less than \$109 per week, or the minimum prescribed by the Award, whichever is greater.

4 Assessment of capacity

- 4.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the Employee will be assessed in accordance with the SWS by an Accredited Assessor approved by the parties to the Agreement, having consulted the Employer and Employee, and if desired by the Employee, the HWU.
- 4.2 All assessments made under this Schedule must be documented in a S W S wage Assessment agreement, and retained by the Employer as a time and wages record in accordance with the Act.

5 Lodgement of assessment instrument

- 5.1 All Assessment Instruments under the conditions of this clause, including the appropriate percentage of the Relevant Minimum Wage to be paid to the Employee, must be lodged by the Employer with the Commission.
- 5.2 All Assessment Instruments must be agreed and signed by the parties to the assessment, provided that where the HWU is not a party to the assessment it

will be referred by the Employer to the HWU at the time it is lodged with the Commission.

6 Review of assessment

- 6.1 The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review will be in accordance with the procedures for assessing capacity under the SWS.

7 Other terms and conditions

- 7.1 Where an assessment has been made, the applicable percentage will apply to the Relevant Minimum Wage only. Employees covered by the provisions of this 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.

8 Workplace adjustment

- 8.1 An Employer wishing to employ a person under the provisions of this clause must 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.

9 Trial period

- 9.1 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.
- 9.2 During the trial period the assessment of capacity will be undertaken and the percentage of the Relevant Minimum Wage for a continuing employment relationship will be determined.
- 9.3 The minimum amount payable to the Employee during the trial period will be no less than \$109.00 per week, or the minimum prescribed by the Award, whichever is greater.
- 9.4 Work trials should include induction or training as appropriate to the job being trialled.
- 9.5 Where the Employer and Employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause 4 of this Schedule.

SECTION 2: HEALTH AND ALLIED SERVICES EMPLOYEES AND DENTAL ASSISTANTS

PART A – GENERAL TERMS

1. Application of Section 2

- 1.1 The terms of Section 2 of this Agreement are additional terms specific to Health and Allied Services Employees and Dental Assistants (as defined below).
- 1.2 For the avoidance of doubt, all entitlements and terms contained in Section 2 of this Agreement have no application to Managers and Administrative Workers (as defined in Section 3).
- 1.3 References to clause numbers in this section refer to the applicable clause within this Section.

2. Definitions

In this Section 2:

- 2.1 **Base rate of pay** means the rate of pay payable to an Employee in accordance with **Schedule 2B** 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.
- 2.2 **Dental Assistant** means an Employee classified in accordance with **Part 2 of Schedule 2D** of this Agreement, and paid pursuant to **Part 2 of Schedule 2B**.
- 2.3 **Employee** means a person employed by an Employer listed in **Schedule A** of this Agreement who is employed in any of the classifications set out in this Agreement, other than employees employed solely or predominantly in the provision of public mental health services.
- 2.4 **Experience** means experience at any such work in any workplace subject to this Agreement within the last five years, excluding any unpaid leave.
- 2.5 **Health and Allied Services Employee** means an Employee classified in accordance with **Part 1 of Schedule 2D** of this Agreement, and paid pursuant to **Part 1 of Schedule 2B**.

PART B – WAGES

3. Experience Payments

This clause only applies to Employees other than Dental Assistants employed by OHV

The experience payments in **Schedule 2C** as it applies to Health and Allied Services Employees will be added to the hourly ordinary time rates of pay and paid for all purposes for all Employees who have completed a year of experience or greater within the respective Wage Skill Group.

4. Apprentices

4.1 Apprentice Cooks

Apprentice Cooks will be paid the rate set out in Part 1 of Schedule 2B that corresponds with the relevant year of apprenticeship.

4.2 Adult Apprentices

- (a) An adult apprentice is an apprentice who is 21 years of age or over at the commencement of their apprenticeship.
- (b) The minimum rate for an adult apprentice will be the rate prescribed for apprentices in this clause 4 or the rate provided in the Modern Award, whichever is greater.
- (c) Where an adult apprentice was an Employee of the Employer 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.

PART C – ALLOWANCES AND REIMBURSEMENTS

5. Higher Duties

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

5.2 Employees who are engaged for more than one hour in duties carrying a higher rate than their ordinary classification, will 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.

6. In Charge Allowances

6.1 An Employee will 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%

6.2 Provided that subclause 6.1 does not apply to the following classifications of Employee:

- (a) Chef
- (b) Second Cook
- (c) Gardener Advanced
- (d) Handyperson Advanced
- (e) Printer Advanced
- (f) Pathology Collector Reliever/Mobile Collector
- (g) Technical, Therapy & Personal Care Supervisor
- (h) Pathology Collector Grade 4
- (i) Patient Transport Officer Grade 3
- (j) Gardener Superintendent
- (k) General Service Supervisor
- (l) Food Services Supervisor
- (m) Security Officer Grade 3
- (n) Health Care Worker Coordinator/Supervisor Technical or Therapy Supervisor
- (o) Grade 3 – Dental Assistant Coach
- (p) Grade 4 - Senior Dental Assistant
- (q) Grade 5 – Theatre Technician
- (r) Liver Transplant Technologists
- (s) Grade 5 – Instrument Technician
- (t) Dual Qualified Technicians
- (u) Pharmacy Technician Grade 3
- (v) Pharmacy Technician Grade 4
- (w) Anaesthetic Technician Grade 3
- (x) Anaesthetic Technician Grade 4
- (y) Dental Maintenance Technician

6.3 The percentage In-charge Allowance is calculated on the base rate payable to the Employee pursuant to **Schedule 2B**.

- 6.4** The In-Charge Allowance will be additional to any other allowance to which the Employee is entitled under the Agreement.

7. Nauseous Work Allowance

This clause does not apply to casual Employees

- 7.1** For the purpose of this clause 7, an **Eligible Employee** is an employee employed in the following classifications:

- Allied Health Assistant
- Anaesthetic Technician
- Driver
- Food and Domestic Services Assistant
- General Services Supervisor
- Health Care Worker
- Hospital Attendant
- Instrument Technician
- Dual Qualified Technician
- Laboratory Assistant
- Laundry Hand
- Liver Transplant Technologist
- Cleaner / Patient Transport Assistant
- Pathology Collector
- Pathology Technician
- Patient Services Assistant
- Patient Transport Officer
- Pharmacy Technician
- Storeperson
- Security Officer
- Theatre Technician

- 7.2** Eligible Employees will receive a Nauseous Allowance payment as follows:

Amount (part time pro-rata)	Date
\$350	FFPPOA commencement of the Agreement
\$350	FFPPOA 16 December 2026
\$350	FFPPOA 16 December 2027

7.3 Second Nauseous Payment

- (a) In addition to receiving the entitlement prescribed in subclause 7.2, an Employee classified as a:

- (i) Theatre Technician (including Liver Transplant Technologists and Dual Qualified Technicians); or
- (ii) Instrument Technician,

under **Schedule 2D** will receive an additional \$350 Nauseous Allowance payment as follows:

Amount (part time pro-rata)	Date
\$350	FFPPOA commencement of the Agreement
\$350	FFPPOA 16 December 2026
\$350	FFPPOA 16 December 2027

- 7.4** This allowance is only payable on the above dates.

8. Seniors Allowance

This clause does not apply to Dental Assistants employed by OHV

- 8.1** An Employee who is appointed as a Senior will have their classification preceded by the word Senior and will be paid an allowance of 10 per cent of the base rate payable for their classification pursuant to **Schedule 2B**.
- 8.2** 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.
- 8.3** 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.
- 8.4** The Seniors Allowance will be additional to any other allowance to which the Employee is entitled under the Agreement.

9. Tool Allowance

- 9.1** Employees who are classified as chefs and cooks who are not supplied with the necessary tools to perform their duties by the Employer, will be paid a Tool Allowance per week pursuant to **Part 1 of Schedule 2C**.
- 9.2** The Tool Allowance is compensation for the supply and maintenance of tools.

10. Certificate Allowance – Pathology Technicians

Employees who have successfully completed a course entitled Certificate for Mortuary Technician conducted by RMIT, or its equivalent, will be paid a weekly a Certificate Allowance – Pathology Technician pursuant to **Part 1 of Schedule 2C**.

11. Cooking Trade Proficiency Payments

11.1 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.

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

11.3 Standard of Proficiency

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 Victorian Registration and Qualifications Authority and attained an average mark of not less than 70 per cent for those subjects. The subjects must be passed at the first attempt.

11.4 Proficiency Pay

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 months of the fourth year of the apprenticeship, the normal fourth year rate of pay. Thereafter, the "Trade Cook" rate of pay pursuant to **Part 1 of Schedule 2B**.
- (b) on two occasions – for the first six months of the fourth year of the apprenticeship, the normal fourth year rate of pay. Thereafter, the "Trade Cook" rate of pay pursuant to **Part 1 of Schedule 2B**.
- (c) on all three occasions – for the entire fourth year at the "Trade Cook" rate of pay pursuant to **Part 1 of Schedule 2B**.

12. Educational Incentive

This clause does not apply to casual Employees

12.1 Purpose

- (a) Entitlements in this clause 12 are provided to encourage Eligible Employees who have not had the opportunity to participate in any professional development and education, to enable career progression in classifications that are highly susceptible to automation.
- (b) Payment and/or reimbursement is to facilitate access by Eligible Employees to courses, conferences and seminars which will result in the development of skills and knowledge and is in addition to any other entitlement under the Study Leave clause.

- (c) **Eligible Employees** for the purpose of this clause 12 will be Employees employed within the following classifications:

Cook Grade 1	Allied Health Assistant Grade 1
Food and Domestic Assistant Grade 2	Anaesthetic Technician Grade 1
Car Park Attendant Grade 2	Health Care Worker Grade 1
Cleaner/Patient Transport Office Grade 2	Instrument Technician Grade 1
Driver <1.25 tonnes	Laboratory Assistant Grade 1 (more than 3 months experience)
Gardener (Non-Trade)	Leisure and Lifestyle Assistant Grade 1
Handyperson (Unqual) (more than 3 months experience)	Pathology Collector Grade 1
Laundry Hand Grade 2	Pathology Technician Grade 1
Patient Services Assistant Level 1	Pharmacy Technician Grade 1
Storeperson Alone	Theatre Technician Grade 1

12.2 Allowance

- (a) Full-time Eligible Employees will receive an annual Educational Incentive allowance of \$250, payable as follows:

Amount	Date
\$250	FFPPOA commencement of the Agreement
\$250	FFPPOA 16 December 2026
\$250	FFPPOA 16 December 2027

- (b) The allowances at subclause 12.2(a) will be paid pro rata for Part-time Employees.
- (c) The Educational Incentive Allowance will be payable in respect of a particular year to any Eligible Employee who is employed by an Employer (and not on unpaid leave) on the date that the payment is due as provided in subclause 12.2(a) above.

12.3 Additional Entitlement – Reimbursement

(a) Annual Reimbursement Amount

- (i) In addition to the Allowance provided at subclause 12.2, Eligible Employees will be reimbursed up to an additional \$250 per annum (**Reimbursable Amount**) for expenses incurred on professional development and skill-enhancement activities.
- (ii) The Reimbursable Amount is calculated on a pro rata basis for Part-time Employees.

- (iii) This entitlement is a reimbursement of actual expenses and is not an allowance. Reimbursement is subject to application with evidence being approved as per subclauses 12.3(d) and (e).

(b) Reimbursement Period

The Reimbursable Amount applies to expenses incurred within each 12-month period commencing 16 December and ending on 15 December of the following year (each a '**Reimbursement Period**') as follows:

Reimbursable Amount	Reimbursement Period
\$250	16 December 2025 – 15 December 2026
\$250	16 December 2026 – 15 December 2027
\$250	16 December 2027 – 15 December 2028

(c) Eligible Expenses

- (i) The Reimbursable Amount may be used for expenses that directly contribute to Eligible Employee's professional skills, qualifications, or career development, including but not limited to:
- (A) accredited or non-accredited training courses, workshops, seminars or conferences;
 - (B) formal education units, micro-credentials, or recognised certificates;
 - (C) textbooks, online modules, or required learning materials;
 - (D) short courses aimed at developing leadership, technical, digital or role-relevant competencies.

(d) Evidence Required for Reimbursement

- (i) Employees must submit:
- (A) a tax invoice or receipt showing the amount paid, date of purchase, and the provider; and
 - (B) evidence of participation, where applicable (e.g., enrolment confirmation, certificate of completion, or attendance confirmation).
- (ii) The Employer may request reasonable additional information to confirm the expense relates to professional development as described at 12.3(c).

(e) Process for Claiming

- (i) Claims must be submitted as soon as practicable after each expense has been incurred, but no later than 60 days after the end of the relevant Reimbursement Period.
- (ii) Unused amounts do not carry over to future Reimbursement Periods.

13. Tow Motor Driver Allowance

Health and Allied Services Employees, other than those classified as Driver, operating a tow motor or tow loader or similar vehicle or a fork lift for a minimum of two hours in any one day will be paid a Tow Motor Driver Allowance pursuant to **Part 1 of Schedule 2C**.

14. Code Black and/or Code Grey Response

14.1 Purpose

- (a) The parties acknowledge that response to Code Grey and Code Black may be performed by dedicated Security Officer Employees or appropriately trained PSA's or a mixture of both.
- (b) It should be noted that in some settings, General Service employees (other than PSA's and Security Officers) are rostered to respond to Code Greys and/or Code Blacks. Such Employees are in the following classifications:
 - (i) Carpark Attendant
 - (ii) Cleaner/ Patient Transport Assistant
 - (iii) Laundry Hand Grade 1
 - (iv) Laundry Hand Grade 2
 - (v) Sorter/Packer Linen
 - (vi) Driver (less than 1.25 tonne)
 - (vii) Storeperson
 - (viii) Cleaner Grade 3
 - (ix) Driver (1.25 - 3 tonne)
 - (x) Gardener (Non – Trade)
 - (xi) Maintenance/Handyperson (unqualified)
 - (xii) Storeperson Alone
 - (xiii) Driver (3 tonne and over)
 - (xiv) Storeperson Advanced
 - (xv) Hospital Attendant
 - (xvi) Driver Articulated (12 – 13 Tonnes)
- (c) To facilitate these arrangements, this clause is proposed to ensure PSA's and General Services employees are appropriately trained and remunerated for the performance of this work.
- (d) For the purposes of this clause 14, a **Code Responder** will mean an employee who is rostered or required to respond to Code Blacks and/or Code Greys and is classified as a:
 - (i) PSA Grade 1;

- (ii) PSA Grade 2; or
- (iii) General Services employee listed under subclause 14.1(b).

14.2 Entitlement

- (a) Where a Code Responder is rostered or required to respond to Code Black and/or Code Grey during their shift, they shall be paid no less than the Security Officer Grade 2 (GF23) rate of pay for the full day or shift (including overtime).
- (b) The additional payment prescribed at subclause 14.2(a) is not payable on any form of leave.
- (c) The Code Responder will not be entitled to the additional payment prescribed at subclause 14.2(a):
 - (i) Where an Employer already provides a Code Responder with an allowance for responding to Code Grey and/or Code Black that is equal to, or greater than, the entitlement provided under subclause 14.2(a); or
 - (ii) Where a Code Responder already receives a rate of pay which is equal to, or greater than a Security Officer Grade 2 (paid as an over-agreement rate).

14.3 Code response suitability

- (a) Only Code Responders who are assessed as physically capable of performing the work (as a result of passing the training module) and who have been appropriately trained may be required to respond to codes grey or black.
- (b) The parties will review current training with a view to standardising training and practice across services.
- (c) Where an employee has a concern regarding their ability to perform the response to a Code Grey and/or Code Black, the Employee will raise the issue with their manager in the first instance. Where the Employer still requires the Employee to participate in Code Grey and/or Code Black responses, the Employer will initiate the fitness for work process in accordance with clause 86 of Section 1. The employee will not be allocated these duties whilst that process is being undertaken.
- (d) The classification of Patient Service Assistant staff members will not be adversely affected by opting out of, or unsuitability to perform, Code Responder duties in accordance with subclause 14.1(a) and 14.1(c).

14.4 Physical checklist

The initial training and refresher training will include a physical assessment. The parties will hold further discussion to determine the scope of such an assessment. Where agreement cannot be reached, the parties agree to utilise the services of Worksafe Victoria to advise on resolution.

15. Patient Transport Officer Certificate Allowance

Where a Patient Transport Officer holds a qualification set out below a weekly Certificate Allowance will be payable (part-time pro-rata):

- 15.1** 3% of the Wage Skill Group 7 weekly rate for a Patient Transport Officer who holds a Certificate III in Non-Emergency Patient Transport.
- 15.2** 4% of the Wage Skill Group 7 weekly rate for a Patient Transport Officer who holds a Certificate IV in Health Care (Ambulance).
- 15.3** 5% of the Wage Skill Group 7 weekly rate for a Patient Transport Officer who holds a Diploma of Paramedical Science (Ambulance).

16. Security Officer Certificate Allowance

- 16.1** Where a Security Officer holds a relevant security qualification that exceeds that required for licencing of an unarmed guard or where appropriate, a control room operator; a weekly Certificate Allowance of 4% of the Security Officer Grade 2 rate (calculated on the base rate) would be payable (part-time pro-rata).
- 16.2** The Certificate Allowance at subclause 16.1 will not be payable to Security Officers who hold a Certificate III in Security Operations (or equivalent) obtained prior to 1 January 2010 (the introduction of the CPP07 Training Package).

PART D – HOURS OF WORK AND RELATED MATTERS

17. Hours of Work

- 17.1** The ordinary hours of work for a full-time Employee will be 38 hours, or an average of 38 hours, per week in a fortnight or 4-week period.
- 17.2** For the purposes of subclause 17.1, 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.
- 17.3** The working week will commence at midnight on a Sunday.
- 17.4** Notwithstanding any authorised meal breaks or rest breaks, the work of each day/shift will be continuous.
- 17.5** Any Employee required to work more than six consecutive periods of duty without 24 hours off duty will 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.
- 17.6 12-hour shifts**
- (a) 12-hour shifts may be performed by mutual agreement between each Employee and Employer provided that:
- (i) The Employer must notify the HWU of any requests to engage an Employee on 12-hour shift arrangements and consult where requested;
 - (ii) The Employer must monitor each Employee in accordance with the Work-Related Fatigue clause at Section 1, clause 81.7;
 - (iii) The Employer must ensure that any Employee working 12-hour shifts will not be paid any less than the relevant Modern Award entitlement; and

- (iv) The Employee must be provided 10 consecutive hours off duty after each 12-hour shift, otherwise Overtime rates apply for each hour worked until the 10 consecutive hours off duty is provided.

18. Rosters (OHV)

This clause only applies to Dental Assistants employed by OHV.

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

19. Weekend Work

- 19.1 All rostered time of ordinary duty performed between midnight on Friday and Midnight on Sunday will be paid for at the rate of 150% (based on 1/38th of the weekly salary set out in **Schedule 2B**).
- 19.2 Where the Saturday or Sunday work involves work in excess of the prescribed rostered hours, such work will be paid for at the rate of 200% (based on 1/38th of the weekly salary set out in **Schedule 2B**).

20. Overtime

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

- 20.1 Where an Employee is required to work reasonable additional hours, they will be entitled to payment of overtime in accordance with the provisions of this clause.
- 20.2 Overtime, other than for time worked during the daylight savings change over period prescribed at subclause 52.1 of Section 1, means work that is performed:
 - (a) by a full-time employee, where:
 - (i) work is performed in excess of the rostered shift length on a particular day; or,
 - (ii) work is performed in excess of ordinary hours as prescribed in subclause 17.1 of Section 2; or,
 - (iii) work is performed in excess of twelve hours in any one shift,
 - (b) by a part-time employee, where:
 - (i) work is performed in excess of ordinary hours as prescribed in subclause 17.1 of Section 2; or
 - (ii) the Employer directs the Employee to work additional hours beyond those agreed in clause 23.3 of Section 1, but excluding where an Employee is offered and accepts additional ordinary hours as described at subclause 23.10 (Additional Hours) of Section 1; or
 - (iii) work is performed in excess of twelve hours in any one shift,
 - (c) by a casual employee where:

- (i) work is performed in excess of ordinary hours as prescribed in subclause 17.1 of Section 2; or
- (ii) work is performed in excess of twelve hours in any one shift.

20.3 Only authorised overtime will be paid for at the following overtime rates:

- (a) For Overtime that arises pursuant to subclause 20.2(a)-20.2(b):
 - (i) 150% (based on 1/38th of the weekly salary set out in **Schedule 2B**) for the first two hours and 200% (based on 1/38th of the weekly salary set out in **Schedule 2B**) thereafter.
- (b) For Overtime that arises pursuant to subclause 20.2(c):
 - (i) Monday to Saturday – 187.5% (based on 1/38th of the weekly salary set out in **Schedule 2B**) for the first two hours and 250% (based on 1/38th of the weekly salary set out in **Schedule 2B**) thereafter
 - (ii) Sunday – 250% (based on 1/38th of the weekly salary set out in **Schedule 2B**)
 - (iii) Public Holiday – in accordance with Section 1, subclause 73.7(b)
- (c) 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:
 - (i) 200% (based on 1/38th of the weekly salary set out in **Schedule 2B**)
- (d) For Overtime outside a spread of 9 hours from the time of commencing work by an Employee rostered to work broken shifts:
 - (i) 150% (based on 1/38th of the weekly salary set out in **Schedule 2B**)
- (e) For Overtime outside a spread of 12 hours from the time of commencing with by an Employee rostered to work broken shifts:
 - (i) 200% (based on 1/38th of the weekly salary set out in **Schedule 2B**)

20.4 Transport after Overtime

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 will provide adequate transport free of cost to the Employee.

21. Overtime In Lieu

- 21.1** 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.
- 21.2** Overtime taken as time off during ordinary time hours will 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.
- 21.3** An Employer will provide payment at the appropriate overtime rate where time off in lieu has not been taken within four weeks of accrual.

- 21.4** For the purposes of this clause, in accruing or calculating payment of overtime, each period of overtime will stand alone.

22. Make Up Time

- 22.1** 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.
- 22.2** Any agreement on make up time will be in writing and retained on the Employee's personal file.

23. Promotion of Local Workforce

- 23.1** The parties are committed to providing employment opportunities to suitably qualified and/or experienced members of the local workforce to the maximum extent permitted by law through measures including but not limited to:
- (a) restricting (but not prohibiting) the use of subclass 457 (Temporary Work (Skilled) Visa) and subclass 417 (Working Holiday Visa) in classifications covered by this Agreement;
 - (b) the measures detailed in subclause 77.2 (Workforce Skills, Capability and Mobility Committee).

PART E – EDUCATION AND PROFESSIONAL DEVELOPMENT

24. Staff Appraisal

- 24.1** 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 the HWU 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 the 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.

25. Study Leave

25.1 Quantum of study leave available

Employees will be entitled to four 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.

25.2 When paid study leave is available

- (a) Where the course of study is of relevance to the Employee's employment, the Employer will not withhold consent.
- (b) Paid 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.
- (c) Paid study leave may, where mutually agreed, be used for the purpose of completing online or in-person components of the approved course, including for the purpose of undertaking placement that cannot be provided by their Employer.
- (d) A part-time Employee will be entitled to paid study leave on a pro-rata basis.
- (e) Paid study leave pursuant to this clause does not accumulate from year to year.
- (f) In all circumstances, the leave will be made available to the Employee(s) in the year in which application is made.

25.3 Application for paid study leave

An Employee wishing to take study leave must:

- (a) apply in writing to the Employer as early as possible prior to the proposed leave date; and
- (b) Include with this application:
 - (i) details of the course and institution in which the Employee is enrolled, or proposes to enrol; and
 - (ii) details of the relevance of the course to the Employee's profession.

25.4 Response to application for paid study leave

- (a) 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.
- (b) Where the number of staff seeking to take study leave at any one time causes operational difficulties, the Employer and Employee(s) concerned will seek to reach agreement at a local level about the timeframe in which the leave is taken.
- (c) Any dispute arising under this clause 25 will be resolved in accordance with clause 19 (Dispute Resolution Procedure).

25.5 Temporary changes to existing contract to undertake study or employment opportunities

- (a) An Employee who has been engaged on a Full Time or Part Time basis with the Employer for at least twelve months may request temporary changes to their existing contract of employment for the purpose of undertaking study or an employment opportunity outside the Employer that is of benefit to the career pathway of the Employee within the public health sector.
- (b) For the purpose of this clause, temporary changes mean the following:
 - (i) an unpaid leave of absence for no longer than twelve months,
 - (ii) a variation to their existing contract of employment to reduce their working hours for no longer than twelve months

- (iii) a request to flexibly use accrued Long Service Leave or Annual Leave for the purpose of reducing the number of days worked or their working hours but retaining their previous employment status
- (c) For the purpose of Long Service Leave, an unpaid leave of absence taken in accordance with this clause for up to twelve months with the approval of the Employer will not count towards service, however it will not break service.
- (d) An Employee may only request temporary changes in accordance with this clause for one course of study or employment opportunity over the life of this Agreement unless otherwise agreed by the Employer.
- (e) Where mutually agreed, the Employee may request temporary changes to their existing contract of employment for multiple periods, the quantum of which does not exceed twelve months over the life of this Agreement.

26. Technology in cleaning

- 26.1** The parties recognise the important role that Health and Allied Services Employees play in protecting patients' welfare by preventing the spread of infection.
- 26.2** To this end, the HWU supports attempts to increase standards in cleaning in the public health system. Subject to the terms of this agreement, the HWU will work constructively with the Employer to implement new technologies and practices in cleaning in order improve infection control.

PART F – CLASSIFICATION AND STAFFING

27. Transition of All Other Employees

- 27.1** From the commencement of the Agreement, the classification 'All Other Employees (not provided for elsewhere)' (pay code KM18) will be removed.
- 27.2** Employees on this classification must be reclassified to appropriate classifications with effect from 13 October 2022.

Note: this is the date when the Victorian Government's COVID-19 pandemic declaration ended.

28. Review of Second Cook and Chef Structure

The HWU and VHIA will review the Second Cook & Chef structure during the life of the Agreement to examine the classifications against changes in health service catering needs.

29. Allied Health Assistant Review

VHIA and HWU agree to review the Allied Health Assistant structure during the life of the Agreement.

30. Dental Assistants Working in Mobile Dental Programs

- 30.1** Where a Dental Assistant is required by their Employer to work off-site as part of a mobile dental program (e.g. Smile Squad), the Dental Assistant:
- (a) will be paid no less than if the work was performed on-site for the Employer;
 - (b) will be paid for the travel time to and from their substantive workplace and the program site;
 - (c) will not be disadvantaged with respect to the accrual of leave or the accrual of service (including Long Service Leave continuity and Personal Leave portability)
- 30.2** For the purpose of this clause, **off-site** means mobile unit/vehicle or external premises, including schools or other community centres that aren't premises of the Employer.

31. Dual Part-Time Appointments

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

32. Clinical Services Enhancement/Job Rotation

This clause only applies to Dental Assistants employed by OHV.

- 32.1** In order to achieve (or maximise) clinical delivery outcomes and priorities, an Employee will be available to transfer through all clinical areas as determined by operations/department/unit managers/clinical coordinators.
- 32.2** A Dental Assistant may be rotated for the purpose of clinical skill enhancement, training in clinical and related procedures and personal career development.
- 32.3** 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) will, if applicable, apply to such rotations.

33. Review of Pharmacy Technician Structure

VHIA and the HWU agree to review the Pharmacy Technician structure during the life of the Agreement.

PART G – WORKPLACE RIGHTS

34. Staffing Flexibility (OHV)

This clause only applies to Dental Assistants employed by OHV.

- 34.1** 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.

- 34.2** 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.
- 34.3** 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 will be flexible in relation to staffing arrangements.

35. Amenities

This clause does not apply to Mobile Dental Assistants employed by OHV or Ballarat Health Service.

- 35.1** Dressing rooms, rest rooms, bathrooms or shower rooms and lunchrooms will be provided for non-resident Employees.
- 35.2** Suitable, healthy accommodation will be provided for resident Employees.

SCHEDULE 2B – WAGE RATES

PART 1: WAGE RATES FOR HEALTH AND ALLIED SERVICES EMPLOYEES

The following weekly rates of pay apply only to Health and Allied Services Employees (whose employment is covered by the classifications set out in Part 1 of **Schedule 2D** of this Agreement).

Classification	Pay Code	Skill Level	FFPPOA 16 Dec 2025	FFPPOA 1 Jan 2026	FFPPOA 16 Dec 2026	FFPPOA 16 Dec 2027
Food and Domestic Assistant Grade 1	IN13	1	\$1,017.33	\$1,017.33	\$1,058.02	\$1,100.34
Food and Domestic Assistant Grade 2	IN14	2	\$1,070.16	\$1,070.16	\$1,112.97	\$1,157.49
Cook Grade 1	IN15	3	\$1,140.05	\$1,140.05	\$1,185.65	\$1,233.08
Cook Grade 2	IN16	4	\$1,250.81	\$1,250.81	\$1,300.84	\$1,352.87
Food Monitor	GS6	4	\$1,250.81	\$1,250.81	\$1,300.84	\$1,352.87
Second Cook	RH2	5	\$1,315.08	\$1,315.08	\$1,367.68	\$1,422.39
Cook Grade 3	IN17	5	\$1,315.08	\$1,315.08	\$1,367.68	\$1,422.39
Chef	RG6	6	\$1,422.82	\$1,422.82	\$1,479.74	\$1,538.93
Food Services Supervisor	FS1	7	\$1,470.04	\$1,470.04	\$1,528.84	\$1,590.00
Apprentice Cook (Yr 1)	LE1		\$723.32	\$723.32	\$752.25	\$782.34
Apprentice Cook (Yr 2)	LE2		\$854.78	\$854.78	\$888.97	\$924.53
Apprentice Cook (Yr 3)	LE3		\$1,052.06	\$1,052.06	\$1,094.15	\$1,137.91
Apprentice Cook (Yr 4)	LE4		\$1,249.35	\$1,249.35	\$1,299.33	\$1,351.30
Car Park Attendant Grade 1	KF9	1	\$1,017.33	\$1,017.33	\$1,058.02	\$1,100.34
Car Park Attendant Grade 2	KF10	2	\$1,070.16	\$1,070.16	\$1,112.97	\$1,157.49

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SCHEDULE 2B – WAGE RATES

PART 1: WAGE RATES FOR HEALTH AND ALLIED SERVICES EMPLOYEES

SECTION 2: HEALTH AND ALLIED SERVICES EMPLOYEES AND DENTAL ASSISTANTS

Classification	Pay Code	Skill Level	FFPPOA 16 Dec 2025	FFPPOA 1 Jan 2026	FFPPOA 16 Dec 2026	FFPPOA 16 Dec 2027
Cleaner/Patient Transport Assistant Grade 1	IN18	1	\$1,017.33	\$1,017.33	\$1,058.02	\$1,100.34
Cleaner/Patient Transport Assistant Grade 2	IN19	2	\$1,070.16	\$1,070.16	\$1,112.97	\$1,157.49
Cleaner Grade 3	IN20	3	\$1,140.05	\$1,140.05	\$1,185.65	\$1,233.08
Driver <1.25 tonnes	JJ9	2	\$1,070.16	\$1,070.16	\$1,112.97	\$1,157.49
Driver 1.25-3.0 Tonnes	JJ8	3	\$1,140.05	\$1,140.05	\$1,185.65	\$1,233.08
Driver Articulated 12-13 Tonnes	JJ4	5	\$1,315.08	\$1,315.08	\$1,367.68	\$1,422.39
Driver Over 3 Tonnes	JJ7	4	\$1,250.81	\$1,250.81	\$1,300.84	\$1,352.87
Gardener (Non-Trade)	JP5	3	\$1,140.05	\$1,140.05	\$1,185.65	\$1,233.08
Gardener Trade	GF6	6	\$1,422.82	\$1,422.82	\$1,479.74	\$1,538.93
Gardener Advanced	GO1	7	\$1,470.04	\$1,470.04	\$1,528.84	\$1,590.00
Garden Superintendent	GM5	7	\$1,470.04	\$1,470.04	\$1,528.84	\$1,590.00
General Services Supervisor	GN1	7	\$1,470.04	\$1,470.04	\$1,528.84	\$1,590.00
Handyperson (Unqual)	KH7	3	\$1,140.05	\$1,140.05	\$1,185.65	\$1,233.08
Handyperson Trade	GH1	6	\$1,422.82	\$1,422.82	\$1,479.74	\$1,538.93
Handyperson Advanced	GL6	7	\$1,470.04	\$1,470.04	\$1,528.84	\$1,590.00
Hospital Attendant	KG4	4	\$1,250.81	\$1,250.81	\$1,300.84	\$1,352.87
Laundryhand Grade 1	IN21	1	\$1,017.33	\$1,017.33	\$1,058.02	\$1,100.34
Laundryhand Grade 2	IN22	2	\$1,070.16	\$1,070.16	\$1,112.97	\$1,157.49
Patient Services Assistant Level 1	PS21	3	\$1,140.05	\$1,140.05	\$1,185.65	\$1,233.08

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SCHEDULE 2B – WAGE RATES

PART 1: WAGE RATES FOR HEALTH AND ALLIED SERVICES EMPLOYEES

SECTION 2: HEALTH AND ALLIED SERVICES EMPLOYEES AND DENTAL ASSISTANTS

Classification	Pay Code	Skill Level	FFPPOA 16 Dec 2025	FFPPOA 1 Jan 2026	FFPPOA 16 Dec 2026	FFPPOA 16 Dec 2027
Patient Services Assistant Level 2	PS25	4	\$1,212.12	\$1,250.81	\$1,300.84	\$1,352.87
Printer Trade	GH6	6	\$1,422.82	\$1,422.82	\$1,479.74	\$1,538.93
Printer Advanced	GM1	7	\$1,470.04	\$1,470.04	\$1,528.84	\$1,590.00
Security Officer Grade 1	GF22	5	\$1,315.08	\$1,315.08	\$1,367.68	\$1,422.39
Security Officer Grade 2	GF23	6	\$1,422.82	\$1,422.82	\$1,479.74	\$1,538.93
Security Officer Grade 3	GF24	7	\$1,470.04	\$1,470.04	\$1,528.84	\$1,590.00
Storeperson	JQ8	2	\$1,070.16	\$1,070.16	\$1,112.97	\$1,157.49
Storeperson Alone	JR3	3	\$1,140.05	\$1,140.05	\$1,185.65	\$1,233.08
Storeperson Advanced	GK6	4	\$1,250.81	\$1,250.81	\$1,300.84	\$1,352.87
Allied Health Assistant Grade 1	IN28	3	\$1,140.05	\$1,140.05	\$1,185.65	\$1,233.08
Allied Health Assistant Grade 2	IN29	4	\$1,250.81	\$1,250.81	\$1,300.84	\$1,352.87
Allied Health Assistant Grade 3	IN30	5	\$1,315.08	\$1,315.08	\$1,367.68	\$1,422.39
Anaesthetic Technician Grade 1	TF6	5	\$1,315.08	\$1,315.08	\$1,367.68	\$1,422.39
Anaesthetic Technician Grade 2	TF10	6	\$1,422.82	\$1,422.82	\$1,479.74	\$1,538.93
Anaesthetic Technician Grade 3	TF14	7	\$1,470.04	\$1,470.04	\$1,528.84	\$1,590.00
Anaesthetic Technician Grade 4	TF18	8	\$1,921.61	\$1,921.61	\$1,998.47	\$2,078.41
Complementary Therapies Worker Gr. 1	IN34	4	\$1,250.81	\$1,250.81	\$1,300.84	\$1,352.87
Complementary Therapies Worker Gr. 2	IN35	5	\$1,315.08	\$1,315.08	\$1,367.68	\$1,422.39
Complementary Therapies Worker Gr. 3	IN36	6	\$1,422.82	\$1,422.82	\$1,479.74	\$1,538.93
Dental Maintenance Technician	IN40	7	\$1,470.04	\$1,470.04	\$1,528.84	\$1,590.00

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SCHEDULE 2B – WAGE RATES

PART 1: WAGE RATES FOR HEALTH AND ALLIED SERVICES EMPLOYEES

SECTION 2: HEALTH AND ALLIED SERVICES EMPLOYEES AND DENTAL ASSISTANTS

Classification	Pay Code	Skill Level	FFPPOA 16 Dec 2025	FFPPOA 1 Jan 2026	FFPPOA 16 Dec 2026	FFPPOA 16 Dec 2027
Health Care Worker Grade 1	IN37	3	\$1,140.05	\$1,140.05	\$1,185.65	\$1,233.08
Health Care Worker Grade 2	IN38	4	\$1,250.81	\$1,250.81	\$1,300.84	\$1,352.87
Health Care Worker Grade 3	IN39	5	\$1,315.08	\$1,315.08	\$1,367.68	\$1,422.39
Instrument Technician Grade 1	IN1	3	\$1,140.05	\$1,140.05	\$1,185.65	\$1,233.08
Instrument Technician Grade 2	IN2	4	\$1,315.08	\$1,315.08	\$1,367.68	\$1,422.39
Instrument Technician Grade 3	IN3	5	\$1,422.82	\$1,422.82	\$1,479.74	\$1,538.93
Instrument Technician Grade 4	IN4	6	\$1,470.04	\$1,470.04	\$1,528.84	\$1,590.00
Instrument Technician Grade 5	IN5	7	\$1,575.81	\$1,575.81	\$1,638.84	\$1,704.39
Dual Qualified Technician	IN6	8	\$1,921.61	\$1,921.61	\$1,998.47	\$2,078.41
Laboratory Assistant Grade 1	IV18	3	\$1,140.05	\$1,140.05	\$1,185.65	\$1,233.08
Laboratory Assistant Grade 2	IV8	4	\$1,250.81	\$1,250.81	\$1,300.84	\$1,352.87
Laboratory Assistant Grade 3	IV9	5	\$1,315.08	\$1,315.08	\$1,367.68	\$1,422.39
Leisure and Lifestyle Assistant Grade 1	IN31	3	\$1,140.05	\$1,140.05	\$1,185.65	\$1,233.08
Leisure and Lifestyle Assistant Grade 2	IN32	4	\$1,250.81	\$1,250.81	\$1,300.84	\$1,352.87
Leisure and Lifestyle Assistant Grade 3	IN33	5	\$1,315.08	\$1,315.08	\$1,367.68	\$1,422.39
Pathology Collector Grade 1	IN23	3	\$1,189.21*	\$1,189.21	\$1,269.61*	\$1,269.61
Pathology Collector Grade 2	IN24	4	\$1,250.81	\$1,250.81	\$1,300.84	\$1,352.87
Pathology Collector Grade 3	IN26	5	\$1,315.08	\$1,315.08	\$1,367.68	\$1,422.39
Pathology Collector Grade 4	IN27	6	\$1,422.82	\$1,422.82	\$1,479.74	\$1,538.93
Pathology Collector Reliever/Mobile Collector	IN25	7	\$1,470.04	\$1,470.04	\$1,528.84	\$1,590.00

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SCHEDULE 2B – WAGE RATES

PART 1: WAGE RATES FOR HEALTH AND ALLIED SERVICES EMPLOYEES

SECTION 2: HEALTH AND ALLIED SERVICES EMPLOYEES AND DENTAL ASSISTANTS

Classification	Pay Code	Skill Level	FFPPOA 16 Dec 2025	FFPPOA 1 Jan 2026	FFPPOA 16 Dec 2026	FFPPOA 16 Dec 2027
Pathology Technician Grade 1	IC5	3	\$1,140.05	\$1,140.05	\$1,185.65	\$1,233.08
Pathology Technician Grade 2	IC2	4	\$1,250.81	\$1,250.81	\$1,300.84	\$1,352.87
Patient Transport Officer Grade 1	PT20	4	\$1,250.81	\$1,250.81	\$1,300.84	\$1,352.87
Patient Transport Officer Grade 2	PT21	5	\$1,315.08	\$1,315.08	\$1,367.68	\$1,422.39
Patient Transport Officer Grade 3	PT22	7	\$1,470.04	\$1,470.04	\$1,528.84	\$1,590.00
Pharmacy Technician Grade 1	TF1	3	\$1,140.05	\$1,140.05	\$1,185.65	\$1,233.08
Pharmacy Technician Grade 2	TH6	4	\$1,250.81	\$1,250.81	\$1,300.84	\$1,352.87
Pharmacy Technician Grade 3	TH10	5	\$1,315.08	\$1,315.08	\$1,367.68	\$1,422.39
Pharmacy Technician Grade 4	TH14	6	\$1,422.82	\$1,422.82	\$1,479.74	\$1,538.93
Technical, Therapy & Personal Care Supervisor	ID5	7	\$1,470.04	\$1,470.04	\$1,528.84	\$1,590.00
Theatre Technician Grade 1	IN7	3	\$1,140.05	\$1,140.05	\$1,185.65	\$1,233.08
Theatre Technician Grade 2	IN8	4	\$1,315.08	\$1,315.08	\$1,367.68	\$1,422.39
Theatre Technician Grade 3	IN9	5	\$1,422.82	\$1,422.82	\$1,479.74	\$1,538.93
Theatre Technician Grade 4	IN10	6	\$1,470.04	\$1,470.04	\$1,528.84	\$1,590.00
Theatre Technician Grade 5	IN11	7	\$1,575.81	\$1,575.81	\$1,638.84	\$1,704.39
Liver Transplant Technologist (Austin Health only)	IN12	8	\$1,921.61	\$1,921.61	\$1,998.47	\$2,078.41

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SCHEDULE 2B – WAGE RATES

PART 1: WAGE RATES FOR HEALTH AND ALLIED SERVICES EMPLOYEES

PART 2: WAGE RATES FOR DENTAL ASSISTANTS

Table A: Dental Assistants employed by OHV

The following annual salaries apply only to Dental Assistants (whose employment is covered by the classifications set out in Part 2 of **Schedule 2D** of this Agreement and who are employed by OHV. 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		Level	FFPPOA 16 Dec 2025	FFPPOA 1 July 2026	FFPPOA 16 Dec 2026	FFPPOA 1 Jan 2027	FFPPOA 1 July 2027	FFPPOA 16 Dec 2027
Dental Assistant Trainee	Unqualified with less than 12 months experience (not engaged under an appropriate state or federal traineeship scheme)	0.1	\$56,839.12*	\$56,839.12	\$58,828.31*	\$58,828.31	\$58,828.31	\$58,828.31
Dental Assistant Trainee	Unqualified with 12 months or more experience (not engaged under an appropriate state or federal traineeship scheme)	0.2	\$59,804.60*	\$59,804.60	\$64,855.45*	\$64,855.45	\$64,855.45	\$64,855.45
Grade 1 Dental Assistant	Newly Qualified	1.1	\$57,779.07	\$59,804.60*	\$60,090.23	\$62,662.44*	\$64,855.45*	\$64,855.45
Grade 2 Dental Assistant	Progression by annual performance appraisal process	2.1	\$57,779.07	\$59,804.60*	\$60,090.23	\$62,662.44*	\$64,855.45*	\$64,855.45
		2.2	\$60,201.02	\$60,201.02	\$62,609.06	\$62,662.44*	\$64,855.45*	\$65,113.43
		2.3	\$61,492.70	\$61,492.70	\$63,952.41	\$63,952.41	\$64,855.45*	\$66,510.51
		2.4	\$62,784.38	\$62,784.38	\$65,295.76	\$65,295.76	\$65,295.76	\$67,907.59
		2.5	\$65,367.64	\$65,367.64	\$67,982.35	\$67,982.35	\$67,982.35	\$70,701.64

SECTION 2: HEALTH AND ALLIED SERVICES EMPLOYEES AND DENTAL ASSISTANTS

Classification		Level	FFPPOA 16 Dec 2025	FFPPOA 1 July 2026	FFPPOA 16 Dec 2026	FFPPOA 1 Jan 2027	FFPPOA 1 July 2027	FFPPOA 16 Dec 2027
Grade 3 • Dental Assistant – Coach • Oral Health Educator	By appointment only	3.1	\$71,943.35	\$71,943.35	\$74,821.09	\$74,821.09	\$74,821.09	\$77,813.93
		3.2	\$73,300.86	\$73,300.86	\$76,232.90	\$76,232.90	\$76,232.90	\$79,282.21
Grade 4 – Senior Dental Assistant	By appointment only	4.1	\$76,015.68	\$76,015.68	\$79,056.31	\$79,056.31	\$79,056.31	\$82,218.56
		4.2	\$78,730.60	\$78,730.60	\$81,879.82	\$81,879.82	\$81,879.82	\$85,155.02

Table B: Dental Assistants employed by Employers other than OHV

The following weekly rates of pay apply only to Dental Assistants (whose employment is covered by the classifications set out in Part 2 of **Schedule 2D** of this Agreement and who are employed by an Employer other than OHV).

Classification		Pay code	Level	FFPPOA 16 Dec 2025	FFPPOA 1 July 2026	FFPPOA 16 Dec 2026	FFPPOA 1 Jan 2027	FFPPOA 1 July 2027	FFPPOA 16 Dec 2027
Dental Assistant Trainee	Engaged under an appropriate state or federal traineeship scheme	DY11	0.0	<i>The rate of pay for Dental Assistant Trainees will be no less than the minimum weekly rate for full time trainees provided under Wage Level B (AQF Certificate Level I-III traineeship) of the Miscellaneous Award 2020 (part time pro-rata), having regard to the Dental Assistant Trainee's Experience Level and Highest Year of Schooling Completed</i>					
Dental Assistant Trainee	Unqualified with less than 12 months experience (not engaged under an appropriate state or	DA1	0.1	\$1,093.06*	\$1,093.06	\$1,131.31*	\$1,131.31	\$1,131.31	\$1,131.31

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SCHEDULE 2B – WAGE RATES

PART 2: WAGE RATES FOR DENTAL ASSISTANTS

SECTION 2: HEALTH AND ALLIED SERVICES EMPLOYEES AND DENTAL ASSISTANTS

Classification		Pay code	Level	FFPPOA 16 Dec 2025	FFPPOA 1 July 2026	FFPPOA 16 Dec 2026	FFPPOA 1 Jan 2027	FFPPOA 1 July 2027	FFPPOA 16 Dec 2027
	federal traineeship scheme)								
Dental Assistant Trainee	Unqualified with 12 months or more experience (not engaged under an appropriate state or federal traineeship scheme)	DA2	0.2	\$1,150.09*	\$1,150.09	\$1,247.22*	\$1,247.22	\$1,247.22	\$1,247.22
Grade 1 Dental Assistant	Newly Qualified (first 12 months)	DY12	1.1	\$1,111.14	\$1,150.09*	\$1,155.58	\$1,205.05*	\$1,247.22*	\$1,247.22
Grade 2 Dental Assistant	Progression by annual performance appraisal process	DY13	2.1	\$1,111.14	\$1,150.09*	\$1,155.58	\$1,205.05*	\$1,247.22*	\$1,247.22
		DY14	2.2	\$1,140.67	\$1,150.09*	\$1,186.30	\$1,205.05*	\$1,247.22*	\$1,247.22
		DY15	2.3	\$1,165.11	\$1,165.11	\$1,211.72	\$1,211.72	\$1,247.22*	\$1,260.19
		DY16	2.4	\$1,189.66	\$1,189.66	\$1,237.24	\$1,237.24	\$1,247.22*	\$1,286.73
		DY17	2.5	\$1,238.54	\$1,238.54	\$1,288.08	\$1,288.08	\$1,288.08	\$1,339.60
Grade 3 Dental Assistant	By appointment only	DY18	3.1	\$1,363.13	\$1,363.13	\$1,417.65	\$1,417.65	\$1,417.65	\$1,474.36
		DY19	3.2	\$1,363.13	\$1,363.13	\$1,417.65	\$1,417.65	\$1,417.65	\$1,474.36
Grade 4 Senior Dental Assistant	By appointment only	DY20	4.1	\$1,440.30	\$1,440.30	\$1,497.91	\$1,497.91	\$1,497.91	\$1,557.82
		DY21	4.2	\$1,491.67	\$1,491.67	\$1,551.34	\$1,551.34	\$1,551.34	\$1,613.39

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SCHEDULE 2B – WAGE RATES

PART 2: WAGE RATES FOR DENTAL ASSISTANTS

SCHEDULE 2C - ALLOWANCES

PART 1: HEALTH AND ALLIED SERVICES EMPLOYEES AND DENTAL ASSISTANTS (OTHER THAN OHV)

The following allowances apply only to Health and Allied Services Employees (whose employment is covered by the classifications set out in **Part 1** and **Part 2** of **Schedule 2D** of this Agreement and who are employed by an Employer other than OHV).

Allowance	FFPPOA 1 Jan 2026	FFPPOA 1 Jan 2027	FFPPOA 31 Dec 2027
Experience Payments - For all other classifications			
After 1 years' experience	\$8.14	\$8.38	\$8.63
After 2 years' experience	\$16.06	\$16.54	\$17.04
After 3 years' experience	\$25.86	\$26.64	\$27.44
After 4 years' experience	\$27.43	\$28.25	\$29.10
Experience Payments - For all other classifications			
After 1 years' experience	\$8.14	\$8.38	\$8.63
After 2 years' experience	\$16.06	\$16.54	\$17.04
After 3 years' experience	\$25.86	\$26.64	\$27.44
After 4 years' experience	\$27.43	\$28.25	\$29.10
Completed apprenticeship or issued with trade certificate			
After 1 years' experience	\$11.60	\$11.95	\$12.30
After 2 years' experience	\$20.73	\$21.36	\$22.00
After 3 years' experience	\$25.86	\$26.64	\$27.44
After 4 years' experience	\$27.43	\$28.25	\$29.10
Shift Allowances			
Morning Shift	\$26.76	\$27.56	\$28.39
Afternoon Shift	\$26.76	\$27.56	\$28.39
Night Shift	\$67.67	\$69.70	\$71.79
Permanent Night Shift	\$77.60	\$79.93	\$82.33
Change of Shift	\$42.82	\$44.10	\$45.42
Change of Roster	\$26.76	\$27.56	\$28.39
On Call Allowance	\$48.09	\$49.53	\$51.02

SECTION 2: HEALTH AND ALLIED SERVICES EMPLOYEES AND DENTAL ASSISTANTS

Allowance	FFPPOA 1 Jan 2026	FFPPOA 1 Jan 2027	FFPPOA 31 Dec 2027
On Call Allowance Weekend/Public Holidays (Theatre Technicians)	\$74.37	\$76.60	\$78.89
On-Call Allowance (Liver Transplant Technologist)	\$77.37	\$79.69	\$82.09
Meal Allowance			
Allowance A	\$16.83	\$17.34	\$17.86
Allowance B	\$13.49	\$13.90	\$14.31
Uniform Allowance			
Amount per day	\$2.28	\$2.34	\$2.41
Amount per week	\$11.49	\$11.84	\$12.19
Laundry Allowance			
Amount per day	\$0.56	\$0.57	\$0.59
Amount per week	\$2.71	\$2.79	\$2.87
Vehicle Allowances			
Motor Vehicles (cents per kms)			
Under 5 Cyl	\$1.02	\$1.05	\$1.08
5 Cyl and over	\$1.32	\$1.36	\$1.40
Electric Vehicles	<i>Rate prescribed by the ATO for electric vehicle charging.</i>		
Motor Cycles (per kms)			
Under 250 cc	\$0.44	\$0.46	\$0.47
250cc and over	\$0.59	\$0.60	\$0.62
Bicycles (per kms)	\$0.15	\$0.16	\$0.16
Other Allowances			
Certificate Allowance - Pathology Technician	\$86.74	\$89.34	\$92.02
Lead Apron	\$9.00	\$9.27	\$9.55
Tow Motor Driver Allowance per day	\$4.02	\$4.14	\$4.26
Tools Allowance - Chef and Cooks per week	\$18.62	\$19.18	\$19.76
Certificate Allowance - Patient Transport Officer who holds Cert III in Non-Emergency Patient Transport	\$43.68	\$44.99	\$46.34
Certificate Allowance - Patient Transport Officer who holds Cert IV in Health Care (Ambulance)	\$58.24	\$59.98	\$61.78
Certificate Allowance - Patient Transport Officer who holds Diploma of Paramedical Science Ambulance	\$72.80	\$74.98	\$77.23
Certificate Allowance – Security Officer	\$56.36	\$58.05	\$59.79

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SCHEDULE 2C - ALLOWANCES

PART 1: HEALTH AND ALLIED SERVICES EMPLOYEES AND DENTAL ASSISTANTS (OTHER THAN OHV)

PART 2: DENTAL ASSISTANTS EMPLOYED BY OHV

The following allowances apply only to Dental Assistants (whose employment is covered by the classifications set out in **Part 2 of Schedule 2D** of this Agreement and who are employed by OHV).

Allowance	FFPPOA 1 Jan 2026	FFPPOA 1 Jan 2027	FFPPOA 31 Dec 2027
Shift Allowances			
Morning Shift	\$26.76	\$27.56	\$28.39
Afternoon Shift	\$26.76	\$27.56	\$28.39
Night Shift	\$67.67	\$69.70	\$71.79
Permanent Night Shift	\$77.60	\$79.93	\$82.33
Change of Shift	\$42.82	\$44.10	\$45.42
Change of Roster	\$26.76	\$27.56	\$28.39
On Call Allowance	\$26.76	\$27.56	\$28.39
Meal Allowance			
Allowance A	\$12.04	\$12.40	\$12.77
Allowance B	\$9.70	\$9.99	\$10.29
Laundry Allowance			
Amount per day	\$0.44	\$0.46	\$0.47
Amount per week	\$2.34	\$2.41	\$2.48
Vehicle Allowances			
Motor Vehicles (cents per kms)			
Under 5 Cyl	\$0.92	\$0.94	\$0.97
5 Cyl and over	\$1.11	\$1.15	\$1.18
Electric Vehicles	<i>Rate prescribed by the ATO for electric vehicle charging.</i>		
Motor Cycles (per kms)			
Under 250 cc	\$0.40	\$0.41	\$0.43
250cc and over	\$0.54	\$0.55	\$0.57

SCHEDULE 2D – CLASSIFICATION STRUCTURE

PART 1: HEALTH AND ALLIED SERVICES EMPLOYEES CLASSIFICATION STRUCTURE

Schedule A—Classification Definitions

A.1 Support Services employees—definitions

A.1.1 Support Services employee—level 1—entry level:

An employee with less than 3 months 'work experience in the industry and who performs basic duties.

- (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) is not required to have previous experience or training.
- (b) Indicative roles at this level are:

General services	Food services	Technical and clinical
Grade 1: Car park attendant Cleaner/Patient Transport Assistant Laundry hand	Grade 1: Food and domestic services assistant	

A.1.2 Support Services employee—level 2

- (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) In addition to level 1, other indicative roles at this level are:

General services	Food services	Technical and clinical
Driver (less than 1.25 tonne)	Grade 2:	
Storeperson	Food and domestic services assistant	
Grade 2:		
Car park attendant		
Cleaner/Patient Transport Assistant		
Laundry hand		

A.1.3 Support Services employee—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 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 roles performed at this level are:

General services	Food services	Technical and clinical
Driver (1.25 - 3 tonne)	Grade 1:	Dental Assistant Trainee (unqualified with less than 12 months industry experience as a dental assistant)
Gardener (Non – Trade)	Cook	Grade 1:
Maintenance/Handyperson (unqualified)		Technician
Storeperson Alone		Laboratory Assistant
Grade 1:		Health Care Worker
Patient Services Assistant		Allied Health Assistant
Grade 3:		Leisure and Lifestyle Assistant
Cleaner		

A.1.4 Support Services employee—level 4

- (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 at Certificate III level.
- (b) Indicative roles performed at this level are:

General services	Food services	Technical and clinical
Driver (3 tonne and over)	Food Monitor	Grade 1:
Storeperson Advanced	Grade 2:	Complementary Therapist
Hospital Attendant	Cook	Patient Transport Officer
Grade 2:		Grade 2:
Patient Services Assistant		Technician
		Laboratory Assistant
		Health Care Worker
		Allied Health Assistant
		Leisure and Lifestyle Assistant

A.1.5 Support Services employee—level 5

- (a) An employee at this level:
- (i) is capable of functioning semi autonomously, and prioritising their 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 and may require formal qualifications at trade or certificate level and/or relevant skills training or experience.
- (b) Indicative roles performed at this level are:

General services	Food services	Technical and clinical
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Driver Articulated (12 – 13 Tonnes) Grade 1: Security Officer	Second Cook Grade 3: Cook	Dental Assistant Trainee (unqualified with 12 months' to up to 4 years' industry experience as a dental assistant) Grade 1: Anaesthetic Technician Pathology Collector - with less than 12 months' industry experience as a pathology collector Grade 2: Complementary Therapist Patient Transport Officer Grade 3: Technician Laboratory Assistant Health Care Worker Allied Health Assistant Leisure and Lifestyle Assistant
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A.1.6 Support Services employee—level 6

- (a) An employee at this level:
- (i) is capable of functioning with a high level of autonomy, and prioritising their 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 roles performed at this level are:

General services	Food services	Technical and clinical
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Trade Printer	Chef	Dental Assistant Trainee (unqualified with 4 years' or more industry experience as a dental assistant; or with equivalent experience to a Certificate III as assessed by the Employer)
Gardener Trade		
Maintenance/Handyperson Trade		
Grade 2:		
Security Officer		Grade 1: Dental Assistant Pathology Collector with 12 months to up to 2 years' industry experience as a pathology collector Grade 2: Dental Assistant Anaesthetic technician Pathology Collector Grade 3: Complementary Therapist Grade 4: Technician

A.1.7 Support Services employee—level 7

- (a) An employee at this level:
- (i) is capable of functioning autonomously, and prioritising their 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, 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 roles performed at this level are:

General services	Food services	Technical and clinical
General Services Supervisor Gardener Superintendent Dental Maintenance Technician Grade 3: Security Officer Advanced: Gardener Maintenance/Handyperson Printer	Food Services Supervisor	Mobile Pathology Collector Grade 1: Pathology Collector with 2 years' or more industry experience as a pathology collector Grade 2: Dental Assistant with Certificate IV or equivalent qualification; or equivalent experience to a Certificate IV qualification as assessed by the Employer Pathology Collector with 12 months' or more industry experience as a pathology collector Grade 3: Anaesthetic Technician Patient Transport Officer Dental Assistant Pathology Collector Grade 4: Dental Assistant Pathology Collector Grade 5: Technician Supervisor: Technical, Therapy & Personal Care

A.1.8 Support Services employee—level 8

- (a) Employees at this level will typically have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to independently advise on a range of activities and features and contribute, as required, to the determination of objectives, within the relevant field/s of their expertise.
- (b) They are responsible and accountable for their own work; and may have delegated responsibility for the work under their control or supervision, in terms of, inter alia,

scheduling workloads, resolving operations problems, monitoring the quality of work produced as well as counselling staff for performance as well as work related matters.

- (c) They would also be able to train and to supervise employees in lower levels by means of personal instruction and demonstration. They often exercise initiative, discretion and judgment in the performance of their duties.
- (d) The possession of relevant post-secondary qualifications may be appropriate but not essential.
- (e) Indicative typical duties and skills in this level may include:

General services	Food services	Technical and clinical
		Dual Qualified Technician Liver Transplant Technologist Grade 4: Anaesthetic Technician

PART 2: DENTAL ASSISTANTS CLASSIFICATION STRUCTURE

Classification	Descriptor
Dental Assistant Trainee (0.0 – 0.2)	Level 0.0 An Employee who is engaged under an appropriate state or federal traineeship scheme (pursuant to clause 38 of Section 1).
	Level 0.1 An Employee who is: - not engaged under an appropriate state or federal traineeship scheme - unqualified with less than 12 months industry experience as a dental assistant.
	Level 0.2 An Employee who is - not engaged under an appropriate state or federal traineeship scheme - unqualified with 12 months or more industry experience as a dental assistant.
Grade 1 – Newly Qualified Dental Assistant (1.1)	Completed Certificate III in Dental Assisting; Demonstrated knowledge in basic aspects of Dental Assisting;

Classification	Descriptor
	Demonstrated willingness to take on feedback and learn effectively on the job; Demonstrate basic customer service skills, orientated towards patient centred care such as: - actively seeking information to understand patient circumstances, problems, expectations and needs and verifies understanding; - promote honest and open communication with patients and their families, involves patient in discussions, listen actively; Demonstrated ability to work successfully within a team environment; Demonstrated ability to work under supervision; Participates in clinical governance activities;
Grade 2 – Experienced Dental Assistant (2.1 – 2.5)	Dental Assistants at this level are considered to be experienced, working in more complex work environments and/or specialist areas; Grade 2 Dental Assistants have more than 12 months experience and are expected to be pro-active; Progression through the Grade 2 pay points occurs by way of annual performance assessment up to a maximum of pay point 2.5 at approximately 6 years of Dental Assistant experience; Demonstrated knowledge in all aspects of Dental Assisting; Demonstrated passion about continuing education, personal and professional learning and development; Consistently demonstrate advanced customer service skills orientated towards patient centred care and taking responsibility for a patient's safety, satisfaction and clinical outcomes including provision of appropriate responses to client enquiries and initial or low level complaints. Demonstrated behaviours include: - shares information with patients and their families to build understanding of available healthcare services, options, risks and ways to attain optimum health and manages patient expectations; - quickly responds to patient needs, takes opportunities to exceed patient needs but avoids over commitments; gains patient agreement to proposed solutions; - takes the 'HEAT' – handles upset patients and patient families by hearing them out, empathizing, apologizing and taking personal responsibility for resolving problems. Demonstrates ability to work within a team and exercise sound communication skills; Dental Assistants have established and well defined procedures for performing tasks although some tasks may require the use of a number of acceptable methods or systems. The Dental Assistant will have a process for choosing the most suitable course of action where effective choice is

Classification	Descriptor
	guided by precedent, rules, policies, available facts, constraints and possible consequences and can be learned; Demonstrated ability to work within a team and exercise sound communication skills and proactively support other team members; Demonstrate flexibility in terms of task performance (and work location and hours of work where appropriate); Demonstrated ability to work under minimal supervision; Participate in clinical governance activities;
Grade 3 – Dental Assistant Coach (By Appointment then progression with performance appraisal) (3.1-3.2)	Completed Certificate IV Training and Assessment; Preferably more than 6 years' experience as a Dental Assistant; Role is to coach and guide staff at a Grade 1 and 2 Level within the department or across multiple departments; In addition to the requirements as set out in Grade 1 and Grade 2 employees, a Dental Assistant Coach at Grade 3 is required to demonstrate the following skills and abilities: Experience in facilitating workshops and induction processes; • Displays leadership and is a role model to newly qualified Dental Assistants; • Effectively mentors, coaches and buddy's newly qualified Dental Assistants; • Regularly provides feedback to Senior Dental Assistants on the progress of newly qualified Dental Assistants; • Ensure the successful completion of trainee Dental Assistants by providing coaching, support and local assessments; • Major role in clinical governance activities;
Grade 3 – Oral Health Educator (By Appointment then progression with performance appraisal) (3.1-3.2)	Level 3.1 An Employee appointed to such a position who meets the following criteria: • Completed Certificate IV in Dental Assisting (Oral health Promotion) • Implements individualised oral hygiene programs: ○ implements a prescribed oral health education program ○ demonstrates oral hygiene techniques to client/carer ○ provides appropriate advice on cariogenic foods and drinks ○ implements prescribed prevention programs • Implements an oral health promotion program: ○ delivers the program ○ develops strategies for target groups ○ integrates oral health promotion with targeted State and National health priorities

Classification	Descriptor
	• Implements an oral hygiene program for older people ○ assess the oral health needs of an older person ○ provides support for the maintenance of oral hygiene for older persons ○ implements practical solutions to promote oral health ○ maintains oral health of people in residential care Level 3.2 An Employee appointed to such a position who meets the following criteria: • All the requirements of Level 3.1 • Has successfully completed further required education and training related to approved extension of scope of practice to implement prescribed community based oral health promotion and prevention programs as part of a defined model of care for priority cohorts
Grade 4 – Senior Dental Assistant (By Appointment then progression with performance appraisal) (4.1-4.2)	Certificate IV or equivalent in a Dental Assistant Speciality scheme; Preferably more than 7 years' experience as a Dental Assistant; Role is to supervise and coordinate the work of a small team within a clinical area on a day to day basis; In addition to the requirements as set out in Grade 1, Grade 2 and Grade 3, a Senior Dental Assistant at Grade 4 is required to demonstrate the following skills and abilities: • Employees at this level demonstrate supervisory and leadership skills to obtain cooperation on objectives or cohesiveness of the team or administrative information; • Basic knowledge of managing budgets or financials and consumables; • Knowledge and experience in roster and resource management; • Experience in making sound decisions with minimal supervision; • Will undertake specific project work to support key organisation projects (e.g. accreditation requirements); • Provide clinical supervision and mentoring to the Dental Assistants at all levels including Dental Assisting Trainees. In addition, provide daily performance feedback and assistance with performance appraisals and professional learning and development; • Resolution of more complex customer queries and concerns; • Major role in clinical governance activities;

* Years of experience are approximate only; demonstrated competency will be the overriding indicator;

PART 3: CLASSIFICATION DEFINITIONS

1. Food Services Classifications

1.1 Translation of Chefs and Second Cooks

- (a) From commencement of the Agreement, Employees classified as Chefs and Second Cooks will translate to the new classification structure as follows:

Current Classification	New Classification
Chef Grade A	Chef
Chef Grade B	
Chef Grade C	
Chef Grade D	
Second Cook Grade A	Second Cook
Second Cook Grade B	
Second Cook Grade C	
Second Cook Grade D	

1.2 Classification Structure – Food Services, Chefs and Cooks

Classification	Description
Chef	Means a person employed as such in a hospital who may be required by the Employer to supervise staff, give any necessary instruction in all the branches of cooking, preparation of food service staff rosters, assist in the planning of meals, assist in the pricing of meals for departmental budgets, assist in the requisitioning and purchasing of all stores and to assist where necessary in the preparation and supervision of the plating of meals.
Second Cook	Means a person employed as such in a hospital that assists the Chef in the discharge of his or her duties and whenever necessary relieves the Chef during any absence.
Food and Domestic Services Assistant Grade 1	Means a Food & Domestic Services Assistant who: Experience

Classification	Description
	• has less than three (3) months experience (full-time equivalent) as a Food and Domestic Services Assistant (or equivalent) Qualification • is not required to hold any formal qualifications Duties • clean food preparation and consumption areas, cooking equipment and utensils; and, • load and operate dishwashers, • prepare basic meals (such as sandwiches and salads); and, • serve and deliver meals. Progression A Grade 1 will automatically progress to Grade 2 where they have greater than three (3) months experience (full-time equivalent)
Food and Domestic Services Assistant Grade 2	Means a Food & Domestic Services Assistant who: Experience • has greater than three (3) months experience (full-time equivalent) as a Food and Domestic Services Assistant (or equivalent). Qualification • is not required to hold any formal qualifications. Duties • clean food preparation and consumption areas, cooking equipment and utensils; and, • load and operate dishwashers, • prepare basic meals (such as sandwiches and salads); and, • serve and deliver meals.
Cook Grade 1	Means a person who does not hold trade qualifications, who is employed as a cook by a hospital where other cooks are employed.
Cook Grade 2	Means a person employed as a cook who does not hold any formal trade cook qualifications who: • produces meals for specific dietary requirements and/or other specialist meals; or, • specialises in producing pastry items or sweets or desserts;

Classification	Description
	including a cook who is employed as the sole cook in a kitchen.
Cook Grade 3	Means a person employed as a cook who is a qualified trade cook.
Food Services Supervisor	Is a person appointed as such performing work which involves the supervision of staff within the food services stream of this Agreement 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. Employees at this level will possess and maintain: - Allergy Management competency; and - Level 2 Food Safety Supervision qualification. For existing employees who don't possess the Level 2 Food Safety Supervision qualification, where the employer requires the Employee to obtain the qualification, support will be provided by the Employer in accordance with clause 25 (study leave).
Dietary Supervisor	Means a person not being a qualified Dietician but responsible for the conduct of a Diet Kitchen.
Food Monitor	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. Notwithstanding the provisions of clause 5 (Higher Duties), when the above duties are incidental to other duties performed, higher duties rates will only apply when the above duties are performed for two hours or more in any day. Employees at this level will possess and maintain: - Allergy Management competency; - Allied Health competency in Dietetics and Speech Pathology; and - Exceptional customer service skills For existing employees who don't possess the qualifications above, where the Employer requires the Employee to obtain the qualification, support will be provided by the Employer in accordance with clause 25 (study leave).

2. General Services Classifications

2.1 Patient Transport Officer Structure

- (a) For the purposes of this clause 2, Prescribed Health Service means the following Employers:

- (i) Alfred Health as part of Bayside Health
 - (ii) Austin Health
 - (iii) Barwon Health
 - (iv) Calvary Health Care Bethlehem Limited
 - (v) Oral Health Victoria
 - (vi) Eastern Health
 - (vii) Melbourne Health
 - (viii) Mercy Public Hospitals Inc
 - (ix) Monash Health
 - (x) Northern Health
 - (xi) Peninsula Health as part of Bayside Health
 - (xii) Peter MacCallum Cancer Centre
 - (xiii) Royal Children's Hospital
 - (xiv) Royal Victorian Eye & Ear Hospital
 - (xv) Royal Women's Hospital
 - (xvi) St Vincent's Hospital (Melbourne) Ltd
 - (xvii) Western Health
- (b) For Patient Services Assistants who are employed in Prescribed Health Services only, the substantive classification and duties of the Patient Services Assistants are unchanged and Patient Services Assistants ought to be provided Higher Duties where they are required as part of their duties, to assist in the transfer of patients from a helipad (whether by trolley, ambulance or other vehicle).
- (c) **Classification Structure – Cleaner/Patient Transport Assistants**

Classification	Description
Cleaner/Patient Transport Assistant Grade 1*	Means a Cleaner/Patient Transport Assistant who: Experience - has less than three (3) months experience (full-time equivalent) as a Cleaner/Patient Transport Officer (or equivalent) Qualification - is not required to hold any formal qualifications Duties - perform basic cleaning and orderly/porterage/courier functions in hospitals or other health services. Progression

	A Grade 1 will automatically progress to Grade 2 where they have greater than three (3) months experience (full-time equivalent)
Cleaner/Patient Transport Assistant Grade 2*	Means a Cleaner/Patient Transport Assistant who: Experience - has greater than three (3) months experience (full-time equivalent) as a Cleaner/Patient Transport Assistant (or equivalent) Qualification - is not required to hold any formal qualifications Duties - perform basic cleaning and orderly/porterage/courier functions in hospitals or other health services.
Patient Transport Officer Grade 1	Means a person employed to use a vehicle (that is not an ambulance) that weighs less than 1.25 tonnes to transport medically stable patients between sites,
Patient Transport Officer Grade 2	Means: - a person employed to use a vehicle (that is not an ambulance) that weighs between 1.25 and 3.0 tonnes to transport medically stable patients between sites; or, - a person (who does not hold a St John First Aid Certificate) employed to use an ambulance to transport medically stable patients between sites; or, A person who is classified as a Patient Services Assistant in a Prescribed Health Service (as defined) who is required as part of their duties, to assist in the transfer of patients from a helipad (whether by trolley, ambulance or other vehicle).
Patient Transport Officer Grade 3	Means a person who holds a first aid certificate or similar relevant training and are employed to drive an ambulance or assist the driver of an ambulance in the transport of medically stable patients between sites.

2.2 Classification Structure – Patient Transport Officer

Classification	Description
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Patient Transport Officer Grade 1	Means a person employed to use a vehicle (that is not an ambulance) that weighs less than 1.25 tonnes to transport medically stable patients between sites,
Patient Transport Officer Grade 2	Means: • a person employed to use a vehicle (that is not an ambulance) that weighs between 1.25 and 3.0 tonnes to transport medically stable patients between sites; or, • a person (who does not hold a St John First Aid Certificate) employed to use an ambulance to transport medically stable patients between sites; or, A person who is classified as a Patient Services Assistant in a Prescribed Health Service (as defined) who is required as part of their duties, to assist in the transfer of patients from a helipad (whether by trolley, ambulance or other vehicle).
Patient Transport Officer Grade 3	Means a person who holds a first aid certificate or similar relevant training and are employed to drive an ambulance or assist the driver of an ambulance in the transport of medically stable patients between sites.

2.3 Classification Structure – Security Officers

(a) Definitions

- (i) For the purposes of this clause 2, **Minimum Qualification** means a minimum qualification standard for licensing in accordance with the Private Security Act 2004 (Vic) which is equivalent to that of an:
 - (A) unarmed guard (Certificate II – Unarmed Guard), or where appropriate;
 - (B) a control room operator (Certificate II – Control Room Operator)
- (ii) For the purposes of this clause 2, Security Officer Duties includes, but is not limited to:
 - (A) Participating in Code Grey, Code Black and Code Brown teams;
 - (B) Responding to security and fire alarms;
 - (C) Managing control room operations, including CCTV monitoring and response;
 - (D) Responding to threats and dangers, including moving staff, patients and visitors to safety;
 - (E) Presence in high risk and crowded areas, such as main entrances and emergency departments;

- (F) Providing customer services, including information and advice to staff, patients and visitors;
- (G) Reporting security related incidents;
- (H) Providing input into security issues and audits;
- (I) Undertaking weapons searching and management;
- (J) Parking control, which may include escorting staff to vehicles;
- (K) Securing premises and operating access control systems;
- (L) Participating in the regular testing of security devices, including alarms;
- (M) Managing staff identification processes;
- (N) Implementing safe physical restraint practices;
- (O) Operating body-worn cameras in accordance with legislation;
- (P) Providing input into the design process for new buildings, and redesign and refurbishment of existing facilities;
- (Q) Participating in post-incident reviews.

(b) Classification Structure

Classification	Description
Security Officer Grade 1 (CCTV Operator)	Security Officer Grade 1 (CCTV Operator) means a qualified Security Officer who performs Security Officer Duties in the Victorian Public Health Sector with a predominant focus on managing control room operations, including CCTV monitoring and response. <u>Additional Information:</u> <i>A Security Officer Grade 1 (CCTV Operator) is considered the grade for:</i> • <i>employees that perform Security Officer Duties, with a predominant focus on managing control room operations, including CCTV monitoring and response;</i> • <i>that possess a Minimum Qualification.</i> <i>The Security Officer Grade 1 (CCTV Operator) classification will be the minimum classification for employees that possess a Minimum Qualification and perform Security Officer Duties, with a predominant focus on managing control room operations, including CCTV monitoring and response.</i> <i>The Security Officer Grade 1 (CCTV Operator) classification cannot be utilised to classify employees performing Security Officer Duties that are not</i>

Classification	Description
	<i>predominantly managing control room operations, including CCTV monitoring and response.</i>
Security Officer Grade 2 (Qualified)	Security Officer Grade 2 (Qualified) Security Officer Grade 2 means a qualified Security Officer who performs Security Officer Duties in the Victorian Public Health Sector. <u>Additional Information:</u> <i>A Security Officer Grade 2 is considered the grade for:</i> • <i>employees that perform Security Officer Duties;</i> • <i>that possess a Minimum Qualification.</i> <i>The Security Officer Grade 2 classification will be the minimum classification to classify new employees or existing employees that possess a Minimum Qualification and perform Security Officer Duties.</i> <i>The Security Officer Grade 2 classification cannot be utilised to classify employees performing Security Officer Duties that are predominantly managing control room operations, including CCTV monitoring and response.</i>
Security Officer Grade 3	Security Officer Grade 3 Security Officer Grade 3 means a qualified Security Officer who performs Security Officer Duties in the Victorian Public Health Sector and is in-charge of other Security Officers. <u>Additional Information:</u> <i>A Security Officer Grade 3 is considered the grade for:</i> • <i>employees that perform Security Officer Duties;</i> • <i>that possess a Minimum Qualification; and,</i> • <i>Is in-charge of other Security Officers</i> <i>The Security Officer Grade 3 classification will be the minimum classification to classify new employees or existing employees that possess a Minimum Qualification who is in-charge of other Security Officers and performs Security Officer Duties from FFPPOA 1 October 2018.</i> <i>As a Security Officer Grade 3 is appointed or delegated to exercise control over other Employees they will also be paid an in-charge allowance equivalent to the relevant percentage outlined In-Charge Allowance prescribed in Clause 6 of Section 2 of the Agreement</i>

2.4 Classification Structure – General Services

Classification	Description
Car Park Attendant Grade 1	Means a person employed to attend to the operation of a car park with less than 3 months experience
Car Park Attendant Grade 2	Means a person employed to attend to the operation of a car park with more than 3 months experience.
Driver <1.25 Tonnes	Means a person employed to drive small vehicles (1.25 Tonnes or less) within and between establishments.
Driver 1.25 – 3.0 Tonnes	Means a person employed to perform transport related functions, including drivers of intermediate sized vehicles (1.25 to 3.0 Tonnes)
Driver over 3.0 Tonnes	Means a person employed to perform transport related functions, including drivers of non-articulated vehicles over 3 tonnes.
Driver Articulated 12-13 Tonnes	Means an Employee performing transport related functions, including drivers of articulated vehicles.
Gardener Advanced	Means a Gardener Trade who holds post-trade qualifications and is capable of, and required to work autonomously and is required to prioritise his or her own work with a substantial level of accountability and responsibility.
Gardener (Non Trade)	Means an Employee engaged in the pruning or trimming of plants or trees; or in budding, propagating, planting or plotting; or like garden related functions.
Gardener Superintendent	Means a Gardener Trade who is responsible for the supervision, work allocation, on the job training, rostering and/or guidance of gardening staff.
Gardener Trade	Means a tradesperson gardener who has satisfactorily completed the approved apprenticeship course in gardening or who has been issued with an approved trade certificate.
General Services Supervisor	Is a person appointed as such performing work which involves the supervision of staff within the general services stream of this Agreement or the supervision of staff within a general services related department or section. Such a person would be responsible for administrative duties such as work allocation, training, rostering and guidance of fifteen or more staff and may assist in the recruitment of staff. Employees at this level will possess and maintain a Certificate III in Cleaning Operations. For existing employees who don't possess a Certificate III in Cleaning Operations, where the Employer requires the Employee to obtain the qualification, support will be provided by the Employer in accordance with clause 25 (study leave).
Handyperson Advanced	Is a Handyperson Trade who holds post-trade qualifications and is capable of, and required to work autonomously, and is required to

Classification	Description
	prioritise their own work with a substantial level of accountability and responsibility.
Handyperson Trade	Means a person employed as a handyperson who has satisfactorily qualified as a tradesperson under the Industrial Training Act 1975 or holds an equivalent qualification acceptable to the Employer.
Handyperson (Unqualified)	Means a person employed to perform basic maintenance work with less than 3 months experience
Handyperson (Unqualified) (more than 3 months experience)	Means a person employed to perform basic maintenance work with more than 3 months experience.
Hospital Attendant	Means an Employee appointed as such and who, as part of his or her ordinary duties, is required to perform a patrol function.
Laundry Hand Grade 1	Means a person employed to perform basic laundry work with less than 3 months experience.
Laundry Hand Grade 2	Means a person employed to perform basic laundry work with more than 3 months experience.
Printer Advanced	Is a Printer Trade who holds appropriate post-trade qualifications; and who is required to work autonomously and prioritise his or her own work with a substantial level of accountability and responsibility
Printer Trade	Means a person employed as a printer who has satisfactorily qualified as a tradesperson under the Industrial Training Act 1975 or holds an equivalent qualification acceptable to the Employer.
Storeperson	Means a person employed to perform basic stores work.
Storeperson Alone	Means a person employed to perform stores work that is required to work alone.
Storeperson Advanced	Is a person employed as a Storeperson or Storeperson alone who is required to regularly access computers in the course of his or her employment.
Cleaner Grade 3	Means a Cleaner who: Experience - no experience requirements Qualification - is not required to hold any formal qualifications Duties 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

Classification	Description
	ground or balcony. Provided that the window is cleaned from the outside of the building

3. Technical, Clinical and Personal / Health Care Classifications

3.1 Classification Structure – Technical, Clinical and Personal / Health Care

Classification	Description
Dental Maintenance Technician	Is a person who provides timely, efficient and effective technical repairs and maintenance to dental handpieces and other dental equipment. The role is a hands-on technical position which provides: • Reactive and programmed preventative maintenance • Technical advice • Support work to ensure compliance obligations are satisfied
Laboratory Assistant Grade 1	An Employee whose prime duties and responsibilities do not require a technical knowledge in any specific area whose duties include cleaning, washing and preparation of equipment, chemicals and similar duties. Employees at this level will have less than 3 months experience.
Laboratory Assistant Grade 1 (after 3 months)	An Employee whose prime duties and responsibilities do not require a technical knowledge in any specific area whose duties include cleaning, washing and preparation of equipment, chemicals and similar duties. Employees at this level will have more than 3 months experience.
Laboratory Assistant Grade 2	An Employee who in addition to duties of a Grade 1 is capable of and required to undertake skilled work in a skilled area of a laboratory, which may include the taking of blood samples. Where an Employee's sole area of work is the taking of blood samples but not on a rotation basis through other areas of the laboratory Grade 2 will apply.
Laboratory Assistant Grade 3	An Employee with technical skills capable of and required to work in all facets of a multi sectional laboratory as necessary, including the taking of blood samples.
Pathology Technician Grade 1	Is a person who assists the Pathologist, including the preparation of equipment and work involved in the post mortem of patients.
Pathology Technician Grade 2	Is a Pathology Technician working solely as such, assisting the Pathologist and required at times to work independently,

Classification	Description
	including the preparation of equipment and work involved in the post mortem of patients.
Technical, Therapy and Personal Care Supervisor	Is a person appointed as such performing work which involves the supervision of staff within the Technical, Clinical and Personal Care stream of this Agreement, or the supervision of staff within a Technical, Therapy and Personal Care related department or section (but excluding Pathology Collectors). Such a person would be responsible for administrative duties such as work allocation, training, rostering and guidance of fifteen or more staff and may assist in the recruitment of staff.

4. Pathology Collector Structure

4.1 Classification Structure – Pathology Collectors

Classification	Description
Pathology Collector Grade 1	Means a Pathology Collector who: Experience - No experience requirement, works under general guidance and supervision of a Pathology Collector Grade 2 or above Qualification - Does not possess a Certificate III or IV in Pathology Collection Duties - specimen collection and containerisation; including performing ECG and Holter monitoring - perform procedures in accordance with the National Pathology Accreditation Advisory Council guidelines - the care, storage and processing of all such pathology specimens; - the accurate recording of information relating to clients and specimens in accordance with practice instructions; - attending to the well-being of clients; - liaising with referrers/referees. - related clerical work Progression A Grade 1 will automatically translate to Grade 2 where the Employee completes a Certificate III or IV in Pathology Collection
Pathology Collector Grade 2	Means a Pathology Collector who:

	Experience - No experience requirement, works unsupervised Qualification - Holds a Certificate III or IV in Pathology Collection Duties - specimen collection and containerisation; including performing ECG and Holter monitoring - perform procedures in accordance with the National Pathology Accreditation Advisory Council guidelines - the care, storage and processing of all such pathology specimens; - the timely dispatch of pathology specimens to the laboratory - the accurate recording of information relating to clients and specimens in accordance with practice instructions; - operating VDU's - attending to the well-being of clients; - liaising with referrers/referees. - related clerical work - receiving payments of accounts
Pathology Collector (Mobile Collector)	Means a Pathology Collector who: Experience - No experience requirement, works unsupervised Qualification - Holds a Certificate III or IV in Pathology Collection Duties - Performs the duties of a Pathology Collector Grade 2 within the community
Pathology Collector Grade 3	Means a Pathology Collector who: Experience - No experience requirement, works unsupervised Qualification - Holds a Certificate III or IV in Pathology Collection Duties - In addition to the duties of a Pathology Collector Grade 2, the Pathology Collector has current competency in two or more of the following advanced pathology skills, and who is required by the Employer to undertake those skills in their role

	○ Arterial Blood Gas ○ Venesections/IV cannulation ○ Infant Skin Puncture ○ Detection and quantitation of drugs of abuse in urine pursuant to AS/NZ 4308 The Employer will provide the Grade 3 the opportunity to maintain their competency by annual competency assessment.
Pathology Collector Grade 4	Means a Pathology Collector, appointed as such, who: Experience • No experience requirement, works unsupervised Qualification • Holds a Certificate III or IV in Pathology Collection Duties In addition to the work of a Pathology Collector Grade 3 (where applicable), undertakes additional responsibilities associated with the coordination of the work of other Pathology Collectors, including but not limited, to administrative duties, managing rosters, staff allocation, training and supervision.

5. Allied Health Assistant Structure

5.1 Classification Structure – Allied Health Assistant

- (a) For the purposes of this clause 5.1, an **Allied Health Assistant Qualification** means a:
- (i) Certificate III in Allied Health Assistance (HLT33015) or;
 - (ii) Certificate IV in Allied Health Assistance (HLT43015); or,
 - (iii) An equivalent qualification awarded by a registered training organisation, recognised by the Employer as such.

Classification	Description
Allied Health Assistant Grade 1	Means an Allied Health Assistant who: Experience • Capable of performing work within the scope of an unqualified Allied Health Assistant Qualification • doesn't hold an Allied Health Assistant Qualification Duties Performing work delegated by, and under the direct supervision of, an Allied Health Professional, work within the scope of a Grade 1, may include: • Administration

	• Collection, preparation, cleaning and storage of equipment/environment • Transferring patients/clients to and from therapy • Monitoring patient/client intervention to ensure adherence • Completing basic delegated therapy intervention with patient/client • Demonstrate effective communication and interpersonal skills. Progression A Grade 1 will automatically progress to Grade 2 where they: • possess an Allied Health Assistant qualification and, • has completed a minimum of 80 hours of clinical placement experience
Allied Health Assistant Grade 2	Means an Allied Health Assistant who: Experience • Capable of performing work within the scope of a qualified Allied Health Assistant • Has completed a minimum of 80 hours of clinical placement experience Qualification • holds an Allied Health Assistant Qualification Duties Performing work delegated by, and under the supervision of, an Allied Health Professional, work within the scope of a Grade 2 may include, in addition to the duties of a Grade 1: • following a prescribed program of activity for clients/patients. • Providing scripted patient/client education • Conducting basic clinical data collection and/or scripted screening of patients/clients • Recording patient/client progress and maintaining documents as required • Using communication and interpersonal skills to assist in meeting the needs of patients/clients • Demonstrating a capacity to work flexibly across a broad range of therapeutic and program related activities • Identifying patient/client circumstances that need additional input from an Allied Health Professional

	• Prioritise work and accept responsibilities for outcomes within the limit of their accountabilities • Assist with the orientation and general supervision of student Allied Health Assistants. • Use communication and interpersonal skills to assist in meeting the needs of clients/patients. Progression A Grade 2 will progress to Grade 3 by appointment only.
Allied Health Assistant Grade 3	Means an Allied Health Assistant appointed as such who: Experience Has completed a minimum of three years of experience (full-time equivalent) as a Grade 2 (or equivalent) Qualification Holds a <i>Certificate IV in Allied Health Assistance</i> (HLT43015) or equivalent. Duties Performing work delegated by, and under the supervision of, an Allied Health Professional, work within the scope of a Grade 3 may include, in addition to the duties of a Grade 2: • Progressing therapeutic interventions and mobility aids within the delegation set by the Allied Health Professional • Conducting comprehensive, structured screening of patients/clients to directly assist assessment/management conducted by the Allied Health Professional • Assisting in designing scripted patient/client education • Implementing referral procedures in consultation with delegating Allied Health Professional • Booking and utilising interpreters in consultation with delegating Allied Health Professional for therapeutic intervention • Prioritise their own workload in consultation with the delegating Allied Health Professional as required • Leading and contributing to quality initiatives • Assisting in the development of policy and procedure documents • Providing professional development to the Allied Health Assistant workforce

- Assisting the Allied Health Professional with the orientation and general supervision of Grade 1 and Grade 2 Allied Health Assistants
- Leading the orientation and supervision of student Allied Health Assistants.

6. Anaesthetic Technician Structure

6.1 Classification Structure – Anaesthetic Technicians

Classification	Description
Anaesthetic Technician Grade 1	Means a person who has satisfactorily completed the theatre technician's course conducted by the Mayfield Centre (or has obtained qualifications equivalent thereto) or equivalent and working as an anaesthetic technician.
Anaesthetic Technician Grade 2	An anaesthetic technician with up to two years' experience who has satisfactorily completed the Diploma of Anaesthetic Paramedical Science awarded by a registered training organisation or a relevant Associate Diploma of Applied Science. And in addition to the duties of a Theatre Technician Grade 2 is responsible for the preparation, checking and general maintenance of specialist equipment used by the Anaesthetist.
Anaesthetic Technician Grade 3	An anaesthetic technician with more than two years' experience who has satisfactorily completed the Diploma of Anaesthetic Paramedical Science awarded by a registered training organisation or a relevant Associate Diploma of Applied Science. In addition to the duties of a Theatre Technician Grade 2, has a comprehensive knowledge of specialist equipment used by the Anaesthetist and can operate with a high degree of accountability and autonomy. A Grade 3 anaesthetic technician assists in the supervision/mentoring of other technicians.
Anaesthetic Technician Grade 4	Is a person who is appointed as such and who meets the criteria of an Anaesthetic Technician Grade 3. In addition the Grade 4 Anaesthetic Technician may undertake additional supervisory/administrative responsibilities, professional development and the supervision and training of staff. A mandatory requirement for a Grade 4 is the certificate III in Health Service Assistance (operating theatre technical support) and Diploma of Anaesthetic Paramedical Science awarded by a registered training organisation or a relevant Associate Diploma of Applied Science.

7. Instrument Technician Structure

7.1 Classification Structure – Instrument Technicians

SCHEDULE 2D – CLASSIFICATION STRUCTURE

PART 3: CLASSIFICATION DEFINITIONS

- (a) For the purposes of this clause 7.1, an Instrument Technician Qualification means a:
- (i) Certificate III in Sterilisation Services (HLT37015) or;
 - (ii) Certificate IV in Sterilisation Services (HLT47015)
 - (iii) An equivalent qualification awarded by a registered training organisation, recognised by the Employer as such.

Classification	Description
Instrument Technician Grade 1	Experience - Has less than three months experience (full-time equivalent) as an Instrument Technician, subsequently a Grade 1 must work under the direct supervision of a Grade 5, 6 or Instrument Technician Manager. Qualification - doesn't hold an Instrument Technician Qualification Duties - performs work of a general nature within a Central or Theatre Sterilising and Supply Department or Hospital Department or Unit to which they are rostered, including cleaning, packaging and sterilization of reusable critical and semi-critical medical devices and equipment Progression During their first three months experience (full-time equivalent), the Grade 1 will be assessed by the Grade 5 or Manager for their suitability for continued progression through the Instrument Technician classification structure. Where the Grade 1 is deemed suitable for continued progression, the Grade 1 will automatically progress to: <i>Instrument Technician Grade 2</i> after completing three months experience (full-time equivalent) as an Instrument Technician. Where the Grade 1 does not meet the local capability framework after three months experience (full time equivalent), the Employer shall address their performance in accordance with Clause 20 – Managing Conduct and Performance. Where the Grade 1 is not deemed suitable for continued Instrument Technician work the Employer shall address their performance in accordance with Clause 20 – Managing Conduct and Performance.

Classification	Description
Instrument Technician Grade 2	Means an Instrument Technician who: Experience - Has been deemed suitable for continued Instrument Technician work - Has greater than three months experience (full-time equivalent) as an Instrument Technician Qualification - doesn't hold an Instrument Technician Qualification; or - holds an Instrument Technician Qualification but has less than twelve (12) months post qualification experience (full-time equivalent) as an Instrument Technician Duties - performs work of a general nature under the guidance of a Grade 5 or above within a Central or Theatre Sterilising and Supply Department or Hospital Department or Unit to which they are rostered, including cleaning, packaging and sterilization of reusable critical and semi-critical medical devices and equipment. Progression A Grade 2 will automatically progress to Grade 3 where they: - possess an Instrument Technician Qualification and - have greater than twelve (12) months post-qualification experience (full-time equivalent) as an Instrument Technician A Grade 2 will receive support set out in Clause 77 – Workforce Skills, Capability and Mobility to facilitate the completion of an Instrument Technician Qualification
Instrument Technician Grade 3	Means an Instrument Technician who: Experience - has greater than twelve (12) months post qualification experience (full-time equivalent) as an Instrument Technician Qualification - holds an Instrument Technician Qualification Duties - within established guidelines and procedures, undertakes work of a more complex nature gaining experience rotating through all areas of the Central/Theatre Sterilising & Supply

Classification	Description
	Department or Hospital Department or Unit to which they are rostered, under the immediate direction of a Grade 5 or above. Progression A Grade 3 will progress to Grade 4 where the Instrument Technician can establish they: • hold a Certificate IV in Sterilisation Services (HLT47015) or equivalent qualification awarded by a registered training organisation, recognised by the Employer as such. • have greater than three years' experience (full-time equivalent) as an Instrument Technician and • is able to work in all areas of the Central/Theatre Sterilising & Supply Department or Hospital Department or Unit to which they are rostered, with a high degree of autonomy and accountability. A Grade 3 Instrument Technician will include an Instrument Technician who has successfully completed the CSSD Certificate Course conducted by Mayfield, including the Certificate II awarded prior to 1996 (or equivalent)
Instrument Technician Grade 4	Means an Instrument Technician who: Experience • has greater than three years' experience (full-time equivalent) as an Instrument Technician. Qualification • holds a Certificate IV in Sterilisation Services (HLT47015) or equivalent qualification awarded by a registered training organisation, recognised by the Employer as such. Duties • is able to work in all areas of the Central/Theatre Sterilising & Supply Department or Hospital Department or Unit to which they are rostered, with a high degree of autonomy and accountability. Progression A Grade 4 will progress to Grade 5 where the Instrument Technician can establish they:

Classification	Description
	have greater than four (4) years' experience (full-time equivalent) as an Instrument Technician and, undertakes additional given responsibilities determined locally, which may include, but not limited to supervision and training of Instrument Technicians, quality and governance, floor coordination or rostering
Instrument Technician Grade 5	Means an Instrument Technician who: Experience - have greater than four (4) years' experience (full-time equivalent) as an Instrument and, Qualification - holds a Certificate IV in Sterilisation Services (HLT47015) or equivalent qualification awarded by a registered training organisation, recognised by the Employer as such. Duties - is able to work in all areas of the Central/Theatre Sterilising & Supply Department or Hospital Department or Unit to which they are rostered, with a high degree of autonomy and accountability. - undertakes additional given responsibilities determined locally, which may include, but not limited to supervision and training of Instrument Technicians, quality and governance, floor coordination or rostering - will be required to perform Higher Duties where the Instrument Technician Manager is on leave
Dual Qualified Technician (Sterilising & Operating Theatres)	Means a Technician who: Experience - has greater than two years' experience (full-time equivalent) as either: - an Instrument Technician; and or - Theatre Technician - capable of working in both the sterilising department and the theatre environment. Qualification - may hold both Theatre and Instrument Technician Qualifications. or; - equivalent qualifications awarded by a registered training organisation, recognised by the Employer as such. Duties

Classification	Description
	The below must both be required of the Technician. Sterilising Duties - able to work in all areas of the Central/Theatre Sterilising or Supply Department or Hospital Department or Unit with a high degree of autonomy and accountability; Theatre Technician duties - required by the Employer to perform Theatre Technician duties.

8. Patient Services Assistant Structure

- 8.1** A Patient Services Assistant (PSA) is a multi-skilled Employee, the majority of whose work is ward based in an acute setting or community health centre. The work of PSAs involves the performance of duties across three or more functional areas of patient support services. PSAs are essentially ward based. PSAs will be encouraged to undertake training, which may include further training to enable them to obtain the certificate or equivalent for career development.
- 8.2** Notwithstanding subclause 8.1 above, PSAs are not precluded from undertaking non-ward functions and duties. Employees whose jobs involve casual or irregular ward based duties, or where their presence on a ward is a minor aspect of their role, are not performing PSA work.
- 8.3** The functional areas covered by PSAs are as follows:

Functions:	Duties:
Cleaning and Housekeeping	Ward areas (including toilets, showers, bathrooms, lockers, shelving and infectious rooms etc.) Handle patient laundry (including washing and drying of patient laundry) General/administrative areas (including office, cafeteria, stairs and lifts etc.) Terminal/discharge bed (re-)making (i.e. Carbolising) Equipment and instruments Damp and high dusting Vacuuming Mopping and buffing of floors Spot cleaning Rubbish removal Linen removal
Food and Beverage	Serving of meals to patients Food transportation to and from the Ward

Functions:	Duties:
	Basic food monitoring (e.g. Checking that food matches the order) Replenish refrigerator and pantry supplies
Transport and Couriering	Transporting patients between wards, departments and theatres Transporting equipment between wards, departments and theatres Couriering x-rays, specimens and patient records Movement of deceased patients to the mortuary
Ward Support	Checking of oxygen cylinders Filling, distributing and collecting of water jugs and glasses Delivery and maintenance of flowers Replenish consumables to normal stock levels Restocking of ward trolleys or cubicles Under direction, and with appropriate training, to assist in patient restraint. This may include code blue and other emergencies as part of a hospital response team Message taking
Patient Support	Assist in the lifting and turning of patients (including into and out of wheel chairs and trolleys) Assist in lifting and positioning of patients in bed, including by machinery Assist with patient facial shaves and pre-operative shaves Assist in the transportation of ambulant patients

- 8.4** For the purposes of this definition, ward based work includes Employees providing patient support services in areas such as outpatient, x-ray, catheter laboratory, nuclear medicine, dialysis and other areas providing patient support services consistent with the functions and duties described in subclause **8.3** above.
- 8.5** The functions listed in subclause **8.3** above are intended to be comprehensive. The listed duties are intended to be indicative, not comprehensive.
- 8.6** In determining the number of functions to be completed by a PSA, it will not be necessary for a PSA to perform any particular number of duties identified as falling within each functional area.
- 8.7** In considering the duties that constitute a function, there must be the inclusion of sufficient duties relevant to the function such that the work in question is an integral and significant part of that function within the operations of the ward. While additional duties may be included, the inclusion of an additional duty or duties does not necessarily equate to an additional function, unless the extra duties constitute a regular part of a shift, or period of work.

8.8 Not all PSAs will be expected to perform all of the functions listed in subclause **8.3**. PSAs at the Grade 2 level will perform four or more functions, and PSAs at the Grade 1 level will perform three functions.

8.9 Patient Services Assistant Grade 1

A Patient Services Assistant at Grade 1 level:

- (a) regularly performs duties from three functional areas;
- (b) is not required to hold a recognised PSA certificate;
- (c) is capable of prioritising work within outlined routines, methods and procedures in three functional areas;
- (d) is responsible for work performed with a limited level of accountability or discretion;
- (e) works under limited supervision, either individually or in a team;
- (f) possesses sound communication skills; and
- (g) requires specific on the job training and/or relevant skills training or experience.

8.10 Patient Services Assistant Grade 2

A Patient Services Assistant at Grade 2 level:

- (a) regularly performs duties from four or more functional areas;
- (b) holds a Certificate 3 (or equivalent) from a TAFE College, or equivalent registered training organisation;
- (c) requires specific on the job training and/or relevant skills training or experience;
- (d) is capable of prioritising work within established policies, guidelines and procedures across four or more functional areas;
- (e) is responsible for work performed in accordance with established policies, procedures and approaches
- (f) works under limited supervision, either individually or in a team; and
- (g) possesses good communication, interpersonal and/or arithmetic skills.

9. Health Care Worker Structure

9.1 Classification Structure – Health Care Worker

- (a) **Health Care Worker Qualification** means a:
 - (i) Certificate III in Individual Support (CHC33015); or,
 - (ii) Certificate IV in Ageing Support (CHC43015); or
 - (iii) An equivalent qualification awarded by a registered training organisation, recognised by the Employer as such.

Classification	Description
Health Care Worker Grade 1	Means an Employee who:

	Experience - Capable of performing work within the scope of an unqualified Health Care Worker under supervision in accordance with employer requirements: Qualification - doesn't hold a Health Care Worker Qualification or, - holds a Certificate III in Individual Support (CHC33015) (or equivalent) and has less than twelve months experience (full time equivalent) as a Health Care Worker Grade 1; or, - holds a Certificate IV in Ageing Support (CHC43015) (or equivalent) and has less than six months experience (full time equivalent) as a Health Care Worker Grade 1. Duties - Assists with the provision of personal and developmental care to patients, residents and clients. Progression A Grade 1 will automatically progress to Grade 2 where they: - hold a Certificate III in Individual Support (CHC33015) (or equivalent) and have twelve months experience (full time equivalent) as a Health Care Worker Grade 1; or, - hold a Certificate IV in Ageing Support (CHC43015) (or equivalent) and have six months experience full time equivalent) as a Health Care Worker Grade 1. A Grade 1 will be eligible to request support set out in Clause 77 – Workforce Skills, Capability and Mobility to facilitate the completion of a Health Care Worker Qualification
Health Care Worker Grade 2	Means an Employee who: Experience - Capable of performing work within the scope of a qualified Health Care Worker in accordance with employer requirements: Qualification - holds a Certificate III in Individual Support (CHC33015) (or equivalent) and had twelve months experience (full time equivalent) as a Health Care Worker Grade 1; or, - holds a Certificate IV in Ageing Support (CHC43015) (or equivalent) and had six months experience (full time equivalent) as a Health Care Worker Grade 1. Duties

	- Assists with the provision of personal and developmental care to patients, residents and clients Progression A Grade 2 will automatically progress to Grade 3 where they: - hold a Certificate IV in Ageing Support (CHC43015) (or equivalent) and have two years' experience (full time equivalent) as a Health Care Worker Grade 2. A Grade 2 will be eligible to request support set out in Clause 77 – Workforce Skills, Capability and Mobility to facilitate the completion of a <i>Certificate IV in Ageing Support (CHC43015)</i> (or equivalent)
Health Care Worker Grade 3	Means an Employee who: Experience - Capable of performing work within the scope of a qualified Health Care Worker in accordance with employer requirements: Qualification - hold a Certificate IV in Ageing Support (CHC43015) (or equivalent) and have two years' experience (full time equivalent) as a Health Care Worker Grade 2. Duties - Assists with the provision of personal and developmental care to patients, residents and clients

10. Theatre Technician Structure

10.1 Classification Structure – Theatre Technicians

Classification	Description
Theatre Technician Grade 1	Means a Theatre Technician who; Experience - Has less than twelve (12) months experience (full-time equivalent) working as a Theatre Technician; or - May have more than twelve (12) months experience (full-time equivalent) working as a Theatre Technician without a Theatre Technician Qualification. Supervision - A Grade 1 with less than three months experience (full-time equivalent) must work under the direct supervision of a Grade 4 or above.

Classification	Description
	- A Grade 1 with three or more months of experience (full-time equivalent) will work under the direct guidance of a Grade 4 or above. Qualification - doesn't hold a Theatre Technician Qualification; or - holds a Theatre Technician Qualification but has less than twelve (12) months experience (full-time equivalent) as a Theatre Technician Duties - performs work of a general nature, including transport, set-up, clean and maintain theatre equipment Progression During their first three months experience (full-time equivalent), the Grade 1 will be assessed against local capability framework criteria to determine their suitability for continued employment within the Theatre Technician classification structure. Where the Grade 1 does not meet the local capability framework after three months experience (full time equivalent), the Employer shall address their performance in accordance with Clause 20 – Managing Conduct and Performance. The Grade 1 will progress to <i>Theatre Technician in Training Grade 2</i> where they: - meet the local capability framework; and - has completed twelve months experience (full-time equivalent) as a Theatre Technician; and - holds a Theatre Technician Qualification. A Grade 1 will receive support set out in Clause 77 – Workforce Skills, Capability and Mobility to facilitate the completion of a Theatre Technician Qualification
Theatre Technician Grade 2	Means a Theatre Technician who: Experience - has greater than twelve (12) months experience (full-time equivalent) working as a Theatre Technician. Qualification - holds a Theatre Technician Qualification Duties - within established guidelines and procedures, undertakes work of a more complex nature gaining experience rotating through all surgical and clinical

Classification	Description
	specialties offered in that hospital under indirect guidance of a Grade 4 or above. Progression A Grade 2 will automatically progress to Grade 3 where they: • hold a Certificate IV in Operating Theatre Technician Support (HLT47515); or • An equivalent qualification awarded by a registered training organisation, recognised by the Employer as such; and • have greater than twenty-four (24) months experience (full-time equivalent) as a Theatre Technician; and • is able to work in all surgical and clinical specialties offered in that hospital's operating suite; and • operate with a high degree of autonomy and accountability.
Theatre Technician Grade 3	Means a Theatre Technician who: Experience • has greater than twenty-four (24) months experience (full-time equivalent) working as a Theatre Technician. Qualification • hold a Certificate IV in Operating Theatre Technician Support (HLT47515); or, • An equivalent qualification awarded by a registered training organisation, recognised by the Employer as such; Duties • is able to work in all surgical and clinical specialties offered in that hospital's operating suite. • operate with a high degree of autonomy and accountability. • is not required to supervise or train other Theatre Technicians. Progression A Grade 3 will progress to <i>Theatre Technician Grade 4</i> where the Theatre Technician can establish they: • are able to work in all surgical and/or clinical specialties offered in that hospital; and • have greater than thirty-six (36) months experience (full-time equivalent) as a Theatre Technician; and

Classification	Description
	• undertakes additional given responsibilities determined locally. Examples of additional responsibilities may include but not limited to: ○ supervision and training of junior Theatre Technicians (where employed) ○ quality and governance ○ floor coordination ○ rostering. • Or where mutually agreed, work across multiple hospitals/sites/campus'.
Theatre Technician Grade 4	Means a Theatre Technician who: Experience • has greater than thirty-six (36) months experience (full-time equivalent) as a Theatre Technician Qualification • hold a Certificate IV in Operating Theatre Technician Support (HLT47515); or, • An equivalent qualification awarded by a registered training organisation, recognised by the Employer as such; Duties • has comprehensive knowledge and ability to work in all surgical and clinical specialties offered in that hospital; and • operates with a high degree of autonomy and accountability. • undertakes additional given responsibilities determined locally. Examples of additional responsibilities may include but not limited to: ○ supervision and training of junior Theatre Technicians (where employed) ○ quality and governance ○ floor coordination ○ rostering. • may be required to perform Higher Duties where the Theatre Technician Manager is on leave. • or where mutually agreed, work across multiple hospitals/sites/campus'. Progression A Grade 4 will progress to <i>Theatre Technician Grade 5</i> where the Theatre Technician can establish they:

Classification	Description
	• have greater than twelve (12) months experience (full-time equivalent) working as a Theatre Technician Grade 4 • undertakes additional given responsibilities determined locally. Examples of additional responsibilities may include but not limited to: ○ supervision and training of junior Theatre Technicians (where employed) ○ quality and governance ○ floor coordination ○ rostering.
Theatre Technician Grade 5	Means a Theatre Technician who: Experience • has greater than twelve (12) months experience (full-time equivalent) working as a Theatre Technician Grade 4 Qualification • hold a Certificate IV in Operating Theatre Technician Support (HLT47515); or, • An equivalent qualification awarded by a registered training organisation, recognised by the Employer as such; Duties • has comprehensive knowledge and ability to work in all surgical and clinical specialties offered in that hospital; and • operates with a high degree of autonomy and accountability; and • undertakes additional given responsibilities determined locally, including, but not limited to supervision and training of junior Theatre Technicians (where employed), quality and governance, floor coordination and rostering; and • where mutually agreed, work across multiple hospitals/sites/campus'; and • will be required to perform Higher Duties where the Theatre Technician Manager is on leave.
Liver Transplant Technologists (Austin Health only)	Means a Theatre Technician, appointed as a Liver Transplant Technologist. Experience • Has greater than twenty-four (24) months experience (full-time equivalent) as a Theatre Technician Grade 5

Classification	Description
	- Has successfully completed the 12 months training and the requirements of the 'Practice and Professional Framework for a Liver Transplant Technologist' (Clinical Ladder) Qualification - Holds a Certificate IV in Operating Theatre Technical Support (HLT47515) or an equivalent qualification awarded by a registered training organisation, recognised by the Employer as such Duties In addition to the duties of a Theatre Technician Grade 5, a Liver Transplant Technologist also: - Supports the Victorian abdominal organ retrieval service which operates out of Austin Hospital in its organ retrieval and transplantation functions across Australia and New Zealand via a 24-hour, 365 day a year on call service. Provide technologist support for the retrieval of all abdominal organs including liver (both whole graft and in-situ split grafts), kidneys, whole pancreas for transplant or islets cell transplantation and intestine for intestinal transplantation. - Prepares and operates the Cell Saver, Fluid Management System (FMS) and Thromboelastograph (TEG) throughout liver and/or intestinal transplantation and maintains appropriate documentation. - When required, as specified by the surgeon, prepares and operates the extracorporeal (OrganOx Metra) normothermic liver perfusion device to contribute to the safe management of the donated liver and maintain appropriate documentation. - Provides a 24-hour, 365 day a year on call service for the purposes of trauma and emergency procedures which require Cell Saver, Fluid Management System (FMS) or Thromboelastograph (TEG) for all specialities within the operating suite. - Responsible for active coordination, electronic data transmission and communication of time critical information between the National Donor Agency (DonateLife), Austin Hospital and other transplant units across Australia with regard to timeframes for DBD and DCD organ procurements. - Responsible for receiving, storage, documentation and disposal of cadaveric vessel tissue grafts as per DonateLife protocol which must meet TGA guidelines.

Classification	Description
	- Responsible for receiving organ donor tissues for the Australian Donation and Transplantation Biobank which involves the packaging and storage of multiple cadaveric human tissues for clinical research. - Responsible for receiving cadaveric vessel grafts for the DonateLife Vessel Bank which must meet TGA guidelines. - Receiving, management and transport of donor blood which is cross-matched and transfused during liver transplant surgery. - Ensures organ preservation fluids are stored and maintained according to guidelines. - Responsible for record keeping and maintaining donor and recipient database for the Victorian Liver Transplant Unit. - Operates with the highest degree of autonomy and accountability through extensive training and experience. - Supervision and training of other Theatre Technicians as they progress toward the role of Liver Transplant Technologist.

11. Pharmacy Technician Structure

11.1 Classification Structure – Pharmacy Technicians

Classification	Description
Pharmacy Technician Grade 1	Means an unqualified person who is required to perform work of a general nature under the direct supervision of a Grade 3 or 4 or a Pharmacist such as assisting with the preparation and distribution of drugs, stock control and replenishment, tablet packing, and store work, (excluding those functions prohibited by the Pharmacy Board of Victoria). A Grade 1 Pharmacy Technician will not be required to hold any qualifications. Where a Grade 1 Pharmacy Technician seeks to obtain qualifications the Employer will within the first 12 months of this agreement, facilitate completion of Certificate III in Health (Hospital Pharmacy Technician) or equivalent, from a registered training organisation either through financial assistance, flexible rostering or supervised practice and/or study leave. Automatic progression to Grade 2 will occur on the successful completion of the Certificate III in Health (Hospital Pharmacy Technician).

Classification	Description
Pharmacy Technician Grade 2	Means a qualified person who, within established guidelines and procedures, undertakes work of a more complex nature. Activities may include but are not limited to drug distribution, store work, dispensary, non-sterile manufacturing, pre-packing, dispensary, ward pharmacy support work. A Grade 2 Pharmacy Technician may perform their role without the direct supervision of a Grade 3 or 4 or a Pharmacist, but is under the immediate direction of a Grade 3 or 4 or a Pharmacist A mandatory requirement for this level is a certificate III in Health (Hospital Pharmacy Technician) awarded by a registered training organisation or equivalent qualification (as approved by the Pharmacy Board of Victoria or equivalent body). Grade 2 Pharmacy Technicians will be encouraged and offered an opportunity within the first 12 months of this agreement to complete the certificate IV in Health (Hospital Pharmacy Technician) through a registered training organisation, either through financial assistance, flexible rostering or supervised practice and/or study leave arrangements.
Pharmacy Technician Grade 3	Is a person with a minimum of three years full time experience as a qualified Pharmacy Technician. Is able to work within established procedures or in specialised areas (such as drug information, PBS management, research, assisting in the manufacture of pharmaceuticals) with a high degree of autonomy and accountability in accordance with Pharmacy Board of Victoria Guidelines. In addition the Grade 3 Pharmacy Technician may undertake work in specialised areas such as sterile cytotoxic manufacturing and drug utilization and evaluation. A Grade 3 Pharmacy Technician assists in the supervision, training/mentoring of other Pharmacy Technicians at that hospital and if required will undertake a clinical tutor role. A Grade 3 Pharmacy Technician will relieve the Grade 4 as required. A Pharmacy Technician will hold a Certificate IV in Health (Hospital Pharmacy Technician) course or equivalent that has been awarded by a registered training organization or as approved by the Pharmacy Board of Victoria (e.g. Peter McCallum chemotherapy preparation course). The incumbents are advanced practitioners and the work undertaken at Grade 3 should be seen in this context.
Pharmacy Technician Grade 4	Is a person who is appointed as such and who meets the criteria of a Pharmacy Technician Grade 3. In addition, a Grade 4 Pharmacy Technician undertakes additional managerial responsibilities including assisting the Pharmacy management with rostering, allocations, professional development, and the supervision and training of staff.

Classification	Description
	A mandatory requirement for a Grade 4 is the certificate IV in Health (Hospital Pharmacy Technician) or equivalent

12. Lifestyle Assistant Structure

12.1 Classification Structure – Lifestyle Assistants

For the purpose of this Structure, a '**Lifestyle Assistant Qualification**' means a:

- (a) Certificate III in Aged Care (CHC30212); or,
- (b) Certificate IV in Leisure and Health (CHC43415); or
- (c) An equivalent qualification awarded by a registered training organisation, recognised by the Employer as such.

Classification	Description
Lifestyle Assistant Grade 1	Means a Lifestyle Assistant who: Experience - Capable of performing work within the scope of an unqualified Lifestyle Assistant under limited supervision in accordance with employer requirements: Qualification - doesn't hold a Lifestyle Assistant Qualification or, - holds a <i>Certificate III in Aged Care (CHC30212)</i> (or equivalent) and has less than twelve months experience (full time equivalent) as a Lifestyle Assistant Grade 1; or, - holds a <i>Certificate IV in Leisure and Health (CHC43415)</i> (or equivalent) and has less than six months experience (full time equivalent) as a Lifestyle Assistant Grade 1. Duties - Provide activities/diversional therapy to Aged Care residents/clients. - Planning and implementing activity programs to meet the needs of the residents/clients in accordance with residential aged care support guidelines. - Maintain and document Leisure and Lifestyle care plans for each resident. Progression A Grade 1 will automatically progress to Grade 2 where they:

Classification	Description
	- hold a <i>Certificate III in Aged Care (CHC30212)</i> (or equivalent) and have twelve months experience (full time equivalent) as a Lifestyle Assistant Grade 1; or, - holds a <i>Certificate IV in Leisure and Health (CHC43415)</i> (or equivalent) and have six months experience (full time equivalent) as a Lifestyle Assistant Grade 1. A Grade 1 will be eligible to request support set out in Clause 77 – Workforce Skills, Capability and Mobility to facilitate the completion of a Lifestyle Assistant Qualification
Lifestyle Assistant Grade 2	Means a Lifestyle Assistant who: Experience - Capable of performing work within the scope of a qualified Lifestyle Assistant in accordance with employer requirements: Qualification - hold a <i>Certificate III in Aged Care (CHC30212)</i> (or equivalent) and has twelve months experience (full time equivalent) as a Lifestyle Assistant Grade 1; or, - holds a <i>Certificate IV in Leisure and Health (CHC43415)</i> (or equivalent) and has six months experience (full time equivalent) as a Lifestyle Assistant Grade 1. Duties In addition to the duties of a Grade 1: - Involvement in quality improvement activities and development of best work practices - Able to prioritise their own work within established policies, guidelines and procedures; - work independently with a high level of accountability Progression - Progression to Grade 3 will be by appointment only
Lifestyle Assistant Grade 3	Means a Lifestyle Assistant, appointed as such, who: Experience - Capable of performing work within the scope of a qualified Lifestyle Assistant Coordinator in accordance with employer requirements: Qualification - hold a <i>Certificate III in Aged Care (CHC30212)</i> (or equivalent) and has twelve months experience (full time equivalent) as a Lifestyle Assistant Grade 1; or,

Classification	Description
	- holds a <i>Certificate IV in Leisure and Health (CHC43415)</i> (or equivalent) and has six months experience (full time equivalent) as a Lifestyle Assistant Grade 1. Duties In addition to the duties performed at the Grade 2 level, a Grade 3 employee will: - Be appointed as a Leisure and Lifestyle Coordinator who holds overall responsibility for the development, implementation, evaluation and continuous improvement of leisure and lifestyle programmes. - Responsible for supervision, work allocation, rostering and guidance of other Lifestyle Assistants.

13. Complimentary Therapies Worker Structure

13.1 Classification Structure – Complimentary Therapies

13.2 A Complimentary Therapies Worker Is an Employee who delivers a range of approaches to care aimed at enhancing quality of life and improving wellbeing, generally used in conjunction with conventional medical treatments as part of a wider treatment plan devised by the registered health practitioner.

Types of complimentary therapies may include:

- (a) Acupuncture
- (b) Relaxation
- (c) Meditation and guided imagery
- (d) Gentle exercise
- (e) Therapies using herbs and plants
- (f) Massage
- (g) Reiki
- (h) Aromatherapy

13.3 Complimentary Therapies Workers will be classified according to the following descriptors:

Classification	Description
Complementary Therapies Worker Grade 1	<u>Experience</u> - Capable of performing work within the scope of practice determined by the Employer <u>Qualification</u> - Unqualified, or holds a qualification within the scope determined by the Employer that is not recognised as

Classification	Description
	equivalent to the Australian Qualification Framework (AQF) Level 3 (Certificate III) <u>Duties</u> • Delivery therapies and provide education within the scope of practice determined by the Employer and in accordance with the wider treatment plan devised by the registered health practitioner. • Monitoring patient/client progress and documenting outcomes
Complementary Therapies Worker Grade 2	<u>Experience</u> • Capable of performing work within the scope of their qualification and scope determined by the Employer. <u>Qualification</u> • Holds a qualification within the scope determined by the Employer recognised as equivalent to the Australian Qualification Framework (AQF) Level 3 (Certificate III) <u>Duties</u> • Delivery therapies and provide education within the scope of practice determined by the Employer and in accordance with the wider treatment plan devised by the registered health practitioner. • Monitoring patient/client progress and documenting outcomes
Complementary Therapies Worker Grade 3	<u>Experience</u> • Capable of performing work within the scope of their qualification and scope determined by the Employer. <u>Qualification</u> • Holds a qualification within the scope determined by the Employer recognised as equivalent to the Australian Qualification Framework (AQF) Level 4 (Certificate IV) <u>Duties</u> • Delivery therapies and provide education within the scope of practice determined by the Employer and in accordance with the wider treatment plan devised by the registered health practitioner. • Monitoring patient/client progress and documenting outcomes

SECTION 3 – MANAGERS AND ADMINISTRATIVE WORKERS TERMS AND CONDITIONS

PART A – GENERAL TERMS

1. Application of Section 3

- 1.1 The terms of Section 3 of this Agreement are additional terms specific to Managers and Administrative Workers (as defined in **Schedule 3D**).
- 1.2 For the avoidance of doubt, all entitlements and terms contained in Section 3 of this Agreement have no application to Health and Allied Services Employees or Dental Assistants (as defined in Section 2).
- 1.3 References to clause numbers in this section refer to the applicable clause within this Section.

PART B – ALLOWANCES AND REIMBURSEMENTS

2. Higher Duties

- 2.1 Employees, who are engaged in duties that carry a higher rate of pay than the Employee's ordinary classification, will be entitled to payment of higher duties in accordance with the provisions of this clause.
- 2.2 Employees who are required to assume the duties of an Employee on a higher classification for a period of five consecutive working days or more will be paid not less than the minimum rate for the classification of the Employee being relieved, for the period of higher duties.
- 2.3 **Administrative Worker 1A**
Instead of the entitlement under subclause 2.1 above, Employees engaged in the classification of Grade 1A (under either **Part 1** or **Part 2** of **Schedule 3D**) who are engaged for more than one hour in duties carrying a higher rate than their ordinary classification, will 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.

3. Removal Expenses

This clause only applies to Managers and Administrative Workers not employed by Royal Women's Hospital or Royal Children's Hospital

- 3.1** 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 will be reimbursed reasonable removal expenses by the Employer to which the Employee transfers.
- 3.2** 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 will not be reimbursed reasonable removal expenses.

PART C – HOURS OF WORK AND RELATED MATTERS

4. Hours of Work

- 4.1** The ordinary hours of work for a full-time Employee will be 38 hours, or an average of 38 hours, per week in a fortnight or 4 week period.
- 4.2** For the purposes of subclause 4.1, 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.
- 4.3** The working week will commence at midnight on a Sunday.
- 4.4** Notwithstanding any authorised meal breaks or rest breaks, the work of each day/shift will be continuous.
- 4.5 12-hour shifts**
- (a) 12-hour shifts may be performed by mutual agreement between the Employee and Employer provided that:
 - (i) The Employer must notify the HWU of any requests to engage an Employee on 12-hour shift arrangements and consult where requested;
 - (ii) The Employer must monitor the Employee in accordance with the Work-Related Fatigue Clause at **Section 1**, clause 81.7; and
 - (iii) The Employer must ensure that an Employee working 12-hour shifts will not be paid any less than the relevant Modern Award entitlement.
 - (b) The Employee must be provided 10 consecutive hours off duty after each 12hour shift, otherwise Overtime rates apply for each hour worked until the 10 consecutive hours off duty is provided.

5. Weekend Work

- 5.1** All rostered time of ordinary duty performed between midnight on Friday and Midnight on Sunday will be paid for at the rate of 150% (based on 1/38th of the weekly salary set out in **Schedule 3B**)

- 5.2** Where Employees are 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 200% (based on 1/38th of the weekly salary set out in **Schedule 3B**).

6. Overtime

- 6.1** Where an Employee is required to work reasonable additional hours, they will be entitled to payment of overtime in accordance with the provisions of this clause.

- 6.2** Overtime, other than for time worked during the daylight savings change over period prescribed at subclause 52.1 of Section 1, means work that is performed:

- (a) by a full-time employee, where:
 - (i) work is performed in excess of the ordinary agreed hours on a particular day; or,
 - (ii) work is performed in excess of ordinary hours as prescribed in subclause 4.1 of Section 3; or
 - (iii) work is performed in excess of twelve hours in any one shift,
- (b) by a part-time employee, where:
 - (i) work is performed in excess of ordinary hours as prescribed in subclause 4.1 of Section 3; or
 - (ii) the Employer directs the Employee to work additional hours beyond those agreed in clause 23.3 of Section 1, but excluding where an Employee is offered and accepts additional ordinary hours as described at subclause 23.10 (Additional Hours) of Section 1; or
 - (iii) work is performed in excess of twelve hours in any one shift,

- 6.3** Only authorised overtime will be paid for at the following overtime rates:

- (a) For Overtime that arises pursuant to subclause 6.2(a) and 6.2(b)
 - (i) 150% (based on 1/38th of the weekly salary set out in **Schedule 3B**) for the first two hours and 200% (based on 1/38th of the weekly salary set out in **Schedule 3B**) thereafter
- (b) For Overtime outside a spread of 12 hours after commencing ordinary duty
 - (i) 200% (based on 1/38th of the weekly salary set out in **Schedule 3B**)

7. Overtime In Lieu

- 7.1** 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.

- 7.2** Overtime taken as time off during ordinary time hours will 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.

- 7.3** An Employer will provide payment at the appropriate overtime rate where time off in lieu has not been taken within four weeks of accrual.
- 7.4** For the purposes of this clause, in accruing or calculating payment of overtime, each period of overtime will stand alone.

PART D – EDUCATION AND PROFESSIONAL DEVELOPMENT

8. Study Leave

This clause only applies to Managers and Administrative Workers not employed by Royal Women's Hospital or Royal Children's Hospital.

- 8.1** 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.
- 8.2** 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.
- 8.3** A part-time Employee will be entitled to paid study leave on a pro-rata basis.
- 8.4** 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.
- 8.5** 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.
- 8.6** Leave pursuant to this clause does not accumulate from year to year.

9. Examination Leave

This clause does not apply to casual Employees.

9.1 Where examination leave is available

Leave is for undertaking, preparing for and/or proceeding to and from the place of examinations necessary to obtain higher qualifications in such courses as are undertaken with the knowledge and approval of the Employer.

9.2 Quantum of leave available

- (a) Employees who meet the criteria in this clause are entitled to six days paid examination leave per year.
- (b) A part-time Employee will be entitled to paid examination leave on a pro-rata basis.
- (c) Leave entitlements pursuant to this clause will not accumulate from year to year.

9.3 Payment

A day for the purposes of examination leave is the Employee's normal shift length.

10. Education and Training

This clause only applies to Managers and Administrative Workers employed by Royal Women's Hospital or Royal Children's Hospital.

- 10.1** The parties recognise that the health services are regarded as state, national and international centres of excellence within the field of Paediatrics and Adolescence, and Women's Health and Infertility. As a consequence, the health services assume a vital role in education at a professional and community level.
- 10.2** The parties agree that Employees' education will be supported on a formal and informal basis and that, wherever possible, resources will continue to be provided to support these programs.
- 10.3** Relevant and specific in-service education and training will be offered to all Employees on a regular basis comprising a minimum of four hours per month.

11. Professional Development Leave

This clause does not apply to casual Employees.

11.1 Where professional development leave is available

- (a) In recognition of the importance of ongoing professional development, an Employee may seek approval for leave to attend a conference, seminar, workshop etc approved by the Employer.
- (b) Professional development leave must be clearly linked to the Employee's profession and may include a requirement to report back to other staff.

11.2 Quantum of leave available

- (a) Employees who meet the criteria in this clause are entitled to five days paid professional development leave per year.
- (b) A part-time Employee will be entitled to paid professional development leave on a pro-rata basis.
- (c) Leave entitlements pursuant to this clause will not accumulate from year to year.
- (d) The Employer will not unreasonably withhold authorisation for Professional Development leave.

PART E – CLASSIFICATION AND STAFFING

12. Worker Wellbeing and Employment Support Officers

- 12.1** The following roles must be classified no lower than Grade 3 under Part 1 or Part 2 of **Schedule 3D** (as applicable):
- (a) Worker Wellbeing Officers, in accordance with **Schedule 3F**;

- (b) Aboriginal Employment Support Officers, in accordance with **Schedule 3G**;
- (c) Disability Employment Support Officers, in accordance with **Schedule 3H**; and
- (d) Veteran Employment Support Officers, in accordance with **Schedule 3I**.

SCHEDULE 3B – WAGE RATES

PART 1: Managers and Administrative Workers (other than Royal Women's Hospital and Royal Children's Hospital)

The following weekly rates of pay apply only to Managers and Administrative Workers whose employment is covered by the classifications set out in **Part 1 of Schedule 3D** of this Agreement.

Classification	Pay Code	FFPPOA 16 Dec 2025	FFPPOA 16 Dec 2026	FFPPOA 16 Dec 2027
Grade 1A	HS1A	\$1,096.78	\$1,140.66	\$1,186.28
Grade 1 Level 1	HS1	\$1,168.86	\$1,215.61	\$1,264.23
Grade 1 Level 2	HS14	\$1,215.66	\$1,264.28	\$1,314.85
Grade 1 Level 3	HS15	\$1,250.70	\$1,300.73	\$1,352.76
Grade 1 Level 4	HS16	\$1,285.75	\$1,337.18	\$1,390.67
Grade 1 Level 5	HS17	\$1,292.20	\$1,343.89	\$1,397.64
Grade 2 Level 1	HS2	\$1,335.36	\$1,388.77	\$1,444.33
Grade 2 Level 2	HS18	\$1,388.82	\$1,444.37	\$1,502.14
Grade 2 Level 3	HS19	\$1,428.86	\$1,486.01	\$1,545.45
Grade 2 Level 4	HS20	\$1,468.90	\$1,527.65	\$1,588.76
Grade 2 Level 5	HS21	\$1,476.24	\$1,535.29	\$1,596.70
Grade 3 Level 1	HS3	\$1,488.97	\$1,548.53	\$1,610.47
Grade 3 Level 2	HS22	\$1,548.56	\$1,610.50	\$1,674.92
Grade 3 Level 3	HS23	\$1,593.18	\$1,656.90	\$1,723.18
Grade 3 Level 4	HS24	\$1,637.90	\$1,703.41	\$1,771.55
Grade 3 Level 5	HS25	\$1,646.11	\$1,711.96	\$1,780.43
Grade 4 Level 1	HS4	\$1,673.15	\$1,740.08	\$1,809.68
Grade 4 Level 2	HS26	\$1,740.13	\$1,809.73	\$1,882.12

SCHEDULE 3B – WAGE RATES

PART 1: Managers and Administrative Workers (other than Royal Women's Hospital and Royal Children's Hospital)

SECTION 3 – MANAGERS AND ADMINISTRATIVE WORKERS TERMS AND CONDITIONS

Classification	Pay Code	FFPPOA 16 Dec 2025	FFPPOA 16 Dec 2026	FFPPOA 16 Dec 2027
Grade 4 Level 3	HS27	\$1,790.26	\$1,861.87	\$1,936.34
Grade 4 Level 4	HS28	\$1,840.49	\$1,914.11	\$1,990.67
Grade 4 Level 5	HS29	\$1,849.64	\$1,923.63	\$2,000.57
Grade 5 Level 1	HS5	\$1,857.13	\$1,931.41	\$2,008.67
Grade 5 Level 2	HS30	\$1,931.38	\$2,008.64	\$2,088.98
Grade 5 Level 3	HS31	\$1,987.13	\$2,066.61	\$2,149.28
Grade 5 Level 4	HS32	\$2,042.87	\$2,124.59	\$2,209.57
Grade 5 Level 5	HS33	\$2,053.06	\$2,135.19	\$2,220.59
Grade 6	HS6	\$2,188.34	\$2,253.99	\$2,321.61
Grade 7	HS7	\$2,418.65	\$2,491.21	\$2,565.94
Grade 8	HS8	\$2,706.74	\$2,787.94	\$2,871.58
Grade 9	HS9	\$2,941.89	\$3,030.14	\$3,121.05
Grade 10	HS10	\$3,193.52	\$3,289.32	\$3,388.00

SCHEDULE 3B – WAGE RATES

PART 1: Managers and Administrative Workers (other than Royal Women's Hospital and Royal Children's Hospital)

PART 2: Managers and Administrative Officers – Royal Women’s Hospital and Royal Children’s Hospital

The following weekly rates of pay apply only to Managers and Administrative Workers who are employed either by Royal Women’s Hospital or the Royal Children’s Hospital whose employment is covered by the classifications set in **Part 2 of Schedule 3D** of this Agreement.

Classification	Pay Code	FFPPOA 16 Dec 2025	FFPPOA 16 Dec 2026	FFPPOA 16 Dec 2027
Grade 1A	AO09	\$1,096.78	\$1,140.66	\$1,186.28
Grade 1 Level 1	AO10	\$1,168.86	\$1,215.61	\$1,264.23
Grade 1 Level 2	AO13	\$1,215.66	\$1,264.28	\$1,314.85
Grade 1 Level 3	AO14	\$1,250.70	\$1,300.73	\$1,352.76
Grade 1 Level 4	AO11	\$1,285.75	\$1,337.18	\$1,390.67
Grade 1 Level 5	AO12	\$1,292.20	\$1,343.89	\$1,397.64
Grade 2 Level 1	AO21	\$1,335.36	\$1,388.77	\$1,444.33
Grade 2 Level 2	AO22	\$1,388.82	\$1,444.37	\$1,502.14
Grade 2 Level 3	AO23	\$1,428.86	\$1,486.01	\$1,545.45
Grade 2 Level 4	AO24	\$1,468.90	\$1,527.65	\$1,588.76
Grade 2 Level 5	AO25	\$1,476.24	\$1,535.29	\$1,596.70
Grade 3 Level 1	AO31	\$1,488.97	\$1,548.53	\$1,610.47
Grade 3 Level 2	AO32	\$1,548.56	\$1,610.50	\$1,674.92
Grade 3 Level 3	AO33	\$1,593.18	\$1,656.90	\$1,723.18
Grade 3 Level 4	AO34	\$1,637.90	\$1,703.41	\$1,771.55
Grade 3 Level 5	AO35	\$1,646.11	\$1,711.96	\$1,780.43
Grade 4 Level 1	AO41	\$1,673.15	\$1,740.08	\$1,809.68
Grade 4 Level 2	AO42	\$1,740.13	\$1,809.73	\$1,882.12
Grade 4 Level 3	AO43	\$1,790.26	\$1,861.87	\$1,936.34
Grade 4 Level 4	AO44	\$1,840.49	\$1,914.11	\$1,990.67
Grade 4 Level 5	AO45	\$1,849.64	\$1,923.63	\$2,000.57

SCHEDULE 3B – WAGE RATES

PART 2: Managers and Administrative Officers – Royal Women’s Hospital and Royal Children’s Hospital

SECTION 3 – MANAGERS AND ADMINISTRATIVE WORKERS TERMS AND CONDITIONS

Classification	Pay Code	FFPPOA 16 Dec 2025	FFPPOA 16 Dec 2026	FFPPOA 16 Dec 2027
Grade 5 Level 1	AO51	\$1,857.13	\$1,931.41	\$2,008.67
Grade 5 Level 2	AO52	\$1,931.38	\$2,008.64	\$2,088.98
Grade 5 Level 3	AO53	\$1,987.13	\$2,066.61	\$2,149.28
Grade 5 Level 4	AO54	\$2,042.87	\$2,124.59	\$2,209.57
Grade 5 Level 5	AO55	\$2,053.06	\$2,135.19	\$2,220.59
Grade 6 Level 1	AO61	\$2,188.34	\$2,253.99	\$2,321.61
Grade 6 Level 2	AO62	\$2,191.43	\$2,257.17	\$2,324.89
Grade 6 Level 3	AO63	\$2,193.49	\$2,259.29	\$2,327.07
Grade 6 Level 4	AO64	\$2,196.58	\$2,262.48	\$2,330.35
Grade 6 Level 5	AO65	\$2,199.67	\$2,265.66	\$2,333.63
Grade 7 Level 1	AO71	\$2,200.70	\$2,266.72	\$2,334.72
Grade 7 Level 2	AO72	\$2,232.11	\$2,299.08	\$2,368.05
Grade 7 Level 3	AO73	\$2,299.17	\$2,368.14	\$2,439.19
Grade 7 Level 4	AO74	\$2,368.07	\$2,439.12	\$2,512.29
Grade 7 Level 5	AO75	\$2,402.17	\$2,474.23	\$2,548.46
Grade 8 Level 1	AO81	\$2,402.17	\$2,474.23	\$2,548.46
Grade 8 Level 2	AO82	\$2,461.60	\$2,535.44	\$2,611.51
Grade 8 Level 3	AO83	\$2,535.45	\$2,611.51	\$2,689.86
Grade 8 Level 4	AO84	\$2,611.46	\$2,689.81	\$2,770.50
Grade 8 Level 5	AO85	\$2,651.12	\$2,730.65	\$2,812.57

SCHEDULE 3B – WAGE RATES

PART 2: Managers and Administrative Officers – Royal Women's Hospital and Royal Children's Hospital

SCHEDULE 3C – ALLOWANCES

PART 1: Managers and Administrative Workers (other than Royal Women's Hospital and Royal Children's Hospital)

The following allowances apply only to Managers and Administrative Workers whose employment is covered by the classifications set out in **Part 1** of **Schedule 3D** of this Agreement.

*NOTE: Allowances marked with * apply to Clerical Workers who have transferred from 1 October 2017 into Administrative Worker Grades 1A to 2.*

Allowance	FFPPOA 1 Jan 2026	FFPPOA 1 Jan 2027	FFPPOA 31 Dec 2027
Shift Allowances			
Morning Shift	\$31.31	\$32.25	\$33.22
Afternoon Shift	\$31.31	\$32.25	\$33.22
Night Shift	\$49.54	\$51.03	\$52.56
Night Shift (Clerical Worker)*	\$67.67	\$69.70	\$71.79
Permanent Night Shift	\$62.11	\$63.97	\$65.89
Permanent Night Shift (Clerical Worker)*	\$77.56	\$79.89	\$82.28
Change of Shift	\$49.54	\$51.03	\$52.56
Change of Roster	\$26.78	\$27.58	\$28.41
On-Call - Mon to Fri	\$26.78	\$27.58	\$28.41
On Call - Public Holidays and all other times	\$46.35	\$47.74	\$49.17
Meal Allowance			
Allowance A	\$16.79	\$17.29	\$17.81
Allowance B	\$13.49	\$13.90	\$14.31
Uniform Allowance			
Amount per day	\$2.28	\$2.34	\$2.41
Amount per week	\$11.49	\$11.84	\$12.19
Lead Apron	\$9.00	\$9.27	\$9.55
Laundry Allowance			
Amount per day	\$0.56	\$0.57	\$0.59
Amount per week	\$2.71	\$2.79	\$2.87
Vehicle Allowances			
Motor Vehicles (cents per kms)			
Under 5 Cyl	\$0.92	\$0.94	\$0.97

Allowance	FFPPOA 1 Jan 2026	FFPPOA 1 Jan 2027	FFPPOA 31 Dec 2027
5 Cyl and over	\$1.11	\$1.15	\$1.18
Electric Vehicles	<i>Rate prescribed by the ATO for electric vehicle charging.</i>		
Motor Cycles (per kms)			
Under 250 cc	\$0.40	\$0.41	\$0.43
250cc and over	\$0.54	\$0.55	\$0.57
Bicycles (per kms)	\$0.13	\$0.14	\$0.14
Leave Loading Cap	FFPPOA 16 Dec 2025	FFPPOA 16 Dec 2026	FFPPOA 16 Dec 2027
Leave loading cap (weekly salary exceeds)	\$2,156.92	\$2,221.63	\$2,288.28
Leave Loading Amount (on 5 weeks annual leave)	\$1,887.31	\$1,943.93	\$2,002.25

PART 2: Managers and Administrative Workers – Royal Women’s Hospital and Royal Children’s Hospital

The following allowances apply only to Managers and Administrative Workers who are employed either by Royal Women’s Hospital or the Royal Children’s Hospital whose employment is covered by the classifications set in **Part 2** of **Schedule 3D** of this Agreement.

*NOTE: Allowances marked with * only apply to Clerical Workers who have transferred from 1 October 2017 into Administrative Worker Grades 1A to 2.*

Allowance	FFPPOA 1 Jan 2026	FFPPOA 1 Jan 2027	FFPPOA 31 Dec 2027
Shift Allowances			
Morning Shift	\$27.19	\$28.01	\$28.85
Afternoon Shift	\$27.19	\$28.01	\$28.85
Night Shift	\$54.18	\$55.80	\$57.48
Night Shift (Clerical Worker)*	\$67.67	\$69.70	\$71.79
Permanent Night Shift	\$67.88	\$69.91	\$72.01
Permanent Night Shift (Clerical Worker)*	\$77.56	\$79.89	\$82.28
Change of Shift	\$54.18	\$55.80	\$57.48
Change of Roster	\$26.78	\$27.58	\$28.41
On-Call - Mon to Fri	\$26.78	\$27.58	\$28.41
On Call - Public Holidays and all other times	\$46.35	\$47.74	\$49.17
Meal Allowance			
Allowance A	\$11.85	\$12.20	\$12.57
Allowance B	\$9.79	\$10.08	\$10.38
Uniform Allowance			
Amount per day	\$2.28	\$2.34	\$2.41
Amount per week	\$11.49	\$11.84	\$12.19
Laundry Allowance			
Amount per day	\$0.56	\$0.57	\$0.59
Amount per week	\$2.71	\$2.79	\$2.87
Vehicle Allowances			
Motor Vehicles (cents per kms)			
Under 5 Cyl	\$0.92	\$0.94	\$0.97
5 Cyl and over	\$1.11	\$1.15	\$1.18
Electric Vehicles	<i>Rate prescribed by the ATO for electric vehicle charging.</i>		

Allowance	FFPPOA 1 Jan 2026	FFPPOA 1 Jan 2027	FFPPOA 31 Dec 2027
Motor Cycles (per kms)			
Under 250 cc	\$0.40	\$0.41	\$0.43
250cc and over	\$0.54	\$0.55	\$0.57
Bicycles (per kms)	\$0.13	\$0.14	\$0.14
Leave Loading Cap	FFPPOA 16 Dec 2025	FFPPOA 16 Dec 2026	FFPPOA 16 Dec 2027
Leave loading cap (weekly salary exceeds)	\$2,156.92	\$2,221.63	\$2,288.28
Leave Loading Amount (on 4 weeks annual leave)	\$1,509.77	\$1,555.07	\$1,601.72

SCHEDULE 3D – CLASSIFICATION STRUCTURE

PART 1: Managers and Administrative Workers (other than Royal Women's Hospital and Royal Children's Hospital)

1. Application

- 1.1** This classification structure will be commonly known as the Victorian Public Health Sector Classification System.
- 1.2** This classification structure does not apply to Managers and Administrative Workers who are employed either by the Royal Women's Hospital or the Royal Children's Hospital. Such Employees will be classified pursuant to **Part 2 of Schedule 3D** of this Agreement.
- 1.3** This classification structure does not apply to positions that are covered by the Health Executive Employment and Remuneration Policy (however titled or styled).

1.4 Definitions

- (a) **Continuous Service** means service, recognised for Long Service Leave purposes, with one and the same Employer or continuous service with more than one Employer.
- (b) **Existing Employees** means Employees who were employed by an Employer as at the date of commencement of this Agreement.
- (c) **New Employees** means Employees who commence employment with an Employer after the date of commencement of this Agreement.
- (d) **Year of Experience** means (limited to Grade 1A – New Employees only):
- (i) an average of three shifts or more per week in a year of 24 hours a week (whichever is the lesser)
 - (ii) If the Employee averages less than three shifts per week or 48 hours per fortnight (whichever is the lesser), the Employee will need to complete an additional year classified as Grade 1A to progress in accordance with 1.6B.

1.5 Progression through classification structure

A. Grade 1A only

Employees, whose classification of their substantive role would not exceed Grade 3, can be classified pursuant to this Schedule in Grade 1A as follows:

- (a) An Employee will progress to the classification applicable to their substantive role upon completion of a Year of Experience as defined in clause 1.4(d).
- (b) Where an Employee can provide evidence (either by way of a Certificate of Service or written evidence from another Employer) that they've completed a Year of Experience (or a portion of) at another Employer within a classification provided for in

Schedule 3D, the Employer must consider those hours when classifying an Employee in accordance with this Part.

- (c) Nothing prohibits an Employer from classifying an Employee at the Level 1 classification applicable to their substantive role from commencement.

B. Grade 1 to 5 only

Employees who are classified pursuant to this Schedule in Grade 1 through to Grade 5 will progress through the classification structure as follows:

- (a) There is no automatic progression between Grades.
- (b) An Employee will be classified to the applicable Level having regard to the Employee's continuous service within the relevant classification.
- (c) An Employee transferring to a directly comparable role between employers in Schedule 1A, where previous Continuous Service is recognised, will be classified no greater than their classification grade and level with their previous Employer, and will progress to the next Level effective from their previously recognised increment date, regardless of hours worked per annum or mode of employment.
- (d) An Employee whose previous Continuous Service is not recognised, will commence at Level 1 of their respective Grade, and will progress to the next Level effective from their anniversary date with the new Employer, regardless of hours worked per annum or mode of employment.
- (e) An Employee who moves from a lower Grade to a higher Grade will commence at Level 1 of the higher Grade and progress to the next Level from their anniversary date of starting within the higher Grade each year thereafter, regardless of hours worked per annum or mode of employment.

2. Grade 1A

2.1 Description

Positions at the Grade 1A level require limited experience in administrative duties and are working within a well-defined work environment with clearly defined objectives.

2.2 Work Level Standard

- (a) Employees are expected to input and extract data, provide basic information and occasionally produce reports. They will be required to balance the operation of a number of clerical systems. The operation of which will not require advanced skills or expertise.
- (b) The roles are required to analyse situation and or information, clearly and accurately communicate information. Discretion is limited and bound by existing system procedures and protocols. Outcomes are monitored by a supervisor or audited by a work system.
- (c) The system content is factual, involving standard and predictable transactions. Roles may work within mixed teams and employees are expected to work cooperatively with others. Employees may rotate through a variety of tasks, as determined by managers, to provide varied work and achieve work area outcomes.

- (d) Employees at this level may be asked, from time to time, to provide induction training for Employees at this level.
- (e) These 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 and supportively to members of the public.

3. Grade 1

3.1 Description

Positions at the Grade 1 level are regarded as administrators or operators within a defined activity.

3.2 Work Level Standard

- (a) Grade 1 level positions require:
 - (i) technical training or experience within the role (or like roles) in excess of twelve months that involve performing clerical functions within established routines, methods and procedures
 - (ii) performance of related tasks within a defined area of activity which have clearly defined objectives.
 - (iii) 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 (the list is indicative, not exhaustive)

- (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 information is provided, and 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.

3.4 Positions Included at this Grade

Positions at this Grade include the following (which will only be classified at this Grade):

- (a) Interpreter (unqualified)

4. Grade 2

4.1 Description

Positions at this level are regarded as:

- (a) 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, precedent or management direction.
- (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 (the list is indicative, not exhaustive)

- (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.

4.4 Positions Included at this Grade

Positions at this Grade include the following (which will only be classified at this Grade):

- (a) from FFPPOA 1 October 2018 – a qualified interpreter/translator where they are accredited by the National Accreditation Authority of Translators and Interpreters (**NAATI**) and are capable of interpreting into one other language.

5. Grade 3

5.1 Description

Positions at this level are regarded as:

- (a) 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 (the list is indicative, not exhaustive)

- (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.

5.4 Positions Included at this Grade

Positions at this Grade include the following (which will only be classified at this Grade):

- (a) Workplace Trainer/Careers Advisor;
- (b) a qualified interpreter/translator, where they are accredited by the National Accreditation Authority of Translators and Interpreters (NAATI) and are capable of interpreting/translating into two or more languages).
- (c) a person performing work which involves the management of Dental Maintenance Technicians. Such a person would be responsible for administrative duties such as work allocation, training, rostering and guidance of relevant employees and may assist in the recruitment of employees.

6. Grade 4

6.1 Description

Positions at this level are regarded as:

- (a) 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

Positions at this level are:

- (a) 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

Positions at this level are:

- (a) 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 not employed pursuant to Health Executive Employment and Remuneration Policy (however titled or styled); 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

Positions at this level are:

- (a) executives of small health services administered with the assistance of a central or regional organisation not employed pursuant to Health Executive Employment and Remuneration Policy (however titled or styled); or
- (b) the executive managing a number of smaller health services annexed to a medium to large regional health service not employed pursuant to Health Executive Employment and Remuneration Policy (however titled or styled); 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

Typically positions at this level operate at:

- (a) the executive level not employed pursuant to Health Executive Employment and Remuneration Policy (however titled or styled); or
- (b) Managers in control of a substantial division/department or facility in a large health service; or

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

Positions at this level are:

- (a) An executive managing the principal functions in a major, multi-faceted, multi-campus institution not employed pursuant to Health Executive Employment and Remuneration Policy (however titled or styled).

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

Positions at this level are senior executives of a major health service or equivalent not employed pursuant to Health Executive Employment and Remuneration Policy (however titled or styled).

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

Positions at this level are:

- (a) a senior executive of a major multifaceted, multi-campus health service not employed pursuant to Health Executive Employment and Remuneration Policy (however titled or styled).

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.

PART 2: Managers and Administrative Workers – Royal Women’s Hospital and Royal Children’s Hospital

1. Overview

- 1.1** This classification structure applies only to Managers and Administrative Workers who are employed either by the Royal Women’s Hospital or the Royal Children’s Hospital. All other Managers and Administrative Workers will be classified pursuant to **Part 1 of Schedule 3D** of this Agreement.
- 1.2** This classification structure provides the opportunity for greater flexibility in work practices, the development of alternative organisational structures and innovative job design.
- 1.3** Grade 8 provides the minimum levels of remuneration for Employees whose positions entail a greater level of work value than that prescribed by Grade 7 classification descriptors set out below.
- 1.4** When an Employee is in any way reclassified from a Grade 1 to a Grade 2 they will not suffer a reduction in their base rate of pay.
- 1.5** Employees remunerated above the rates provided for in Grade 8 will be employed in accordance with the terms and conditions agreed between the Employer and the Employee, save that the overall terms and conditions will be on balance no less beneficial than the Agreement.
- 1.6** A new Employee will on appointment (unless otherwise agreed) be paid at increment Level 1 of the appropriate classification grade, save that this provision will not apply to persons appointed at Grade 8 or above.
- 1.7** Incremental advancement within Levels 1 to 4 inclusive will occur on the anniversary of the Employee’s appointment to that level.
- 1.8** Advancement to incremental Level 5 will occur after two consecutive years at Level 4.

2. Grade 1A

2.1 Description

Administrative Workers Grade 1A are Employees who have limited experience in administrative duties and are working within a well-defined work environment with clearly defined objectives.

2.2 Work Level Standard

- (a) Employees are expected to input and extract data, provide basic information and occasionally produce reports. They will be required to balance the operation of a number of clerical systems.
- (b) The roles are required to analyse situation and or information, clearly and accurately communicate information. Discretion is limited and bound by existing system

procedures and protocols. Outcomes are monitored by a supervisor or audited by a work system.

- (c) The system content is factual, involving standard and predictable transactions. Roles may work within mixed teams and employees are expected to work cooperatively with others. Employees may rotate through a variety of tasks, as determined by managers, to provide varied work and achieve work area outcomes.
- (d) Employees at this level may be asked, from time to time, to provide induction training for Employees at this level.
- (e) These 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 and supportively to members of the public.

3. Grade 1

Grade 1 provides the minimum levels of remuneration for Employees whose positions entail a lesser level of work value than that prescribed by Grade 2 classification descriptors set out below but greater than Grade 1A.

3.1 Positions Included at this Grade

Positions at this Grade include the following (which will only be classified at this Grade):

- (a) interpreter (unqualified)

4. Grade 2

4.1 Description

Positions at the Grade 2 level are regarded as base grade administrators or operators within a defined activity.

4.2 Work Level Standard

- (a) 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.

4.3 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 co-ordinate meeting dates for committee meetings.

4.4 Positions Included at this Grade

Positions at this Grade include the following (which will only be classified at this Grade):

- (a) a qualified interpreter/translator where they are accredited by the National Accreditation Authority of Translators and Interpreters (NAATI) and are capable of interpreting into one other language.

4.5 Benchmark Descriptors:

Administration	Office Co-ordinator, responsible for co-ordinating a range of complex secretarial functions including typing, compiling agendas for meetings, answering the telephone, photocopying and organising meetings and functions, to ensure the smooth running of an office, where at least one other person is employed. Responsible for providing clerical and word processing support.
Administration	Functions can vary including having contact with members of the public and diverting the calls as needed, or providing advice to the enquirers, and providing a high level of support to management to ensure the smooth operation of an executive office. Use a range of software packages and administrative procedures occurs at this level.
Clinical (Instrument/Theatre Technician Managers)	Undertakes additional managerial responsibilities, including rostering, daily allocations, professional development, training, mentoring, assessing and the supervision of others.

Finance	Positions responsible for the preparation of standard statistical reports, preparing information for the general ledger to ensure that complete and accurate records are supplied.
MIS	PC Support Officer requiring post-secondary, vocational training. Typical activities include PC installation, printer setup and cabling, initial hardware/software/user fault diagnosis, equipment inventories and records management, and providing users with information on hardware/software capacity.

5. Grade 3

5.1 Description

- (a) Positions at this level are regarded as supervisory positions coordinating a small specialised clerical 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.

5.2 Work Level Standard

- (a) 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 well defined and procedures established and standardised, however there is a range of varied techniques and methods available to perform work. Selection 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.

5.3 Typical Role/Duties

- (a) Supervise the day to day activities of a small group of staff 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 legislation are understood and adhered to;
- (e) Prepare accounts and reports for use by middle management;

- (f) Liaise and consult with external agencies (e.g. Medicare, Health Insurance Funds, Transport Accident Commission, WorkCover) with regard to problem accounts and compensable claims;
- (g) Negotiate with patients to obtain information and discuss problems in paying accounts and arrange payment procedures;
- (h) Negotiate with suppliers for the purchase and delivery of hospital supplies.

5.4 Benchmark Descriptors

Personnel	Supervise pay clerks in the day to day functions of payroll services, process pay documents, train staff and assist the Pay Manager, to ensure that all pays are processed accurately.
Personnel	Assistance to an experienced personnel practitioner/specialist within a specific and small range of activities (e.g. Recruitment, payroll, induction). Involvement typically includes documentation of proposals, co-ordination of recruitment events and organisation of induction programs.
Clinical (Instrument/Theatre Technician Managers)	Undertakes additional managerial responsibilities, including rostering, daily allocations, professional development, training, mentoring, assessing and the supervision of others.
Supply	As Purchasing Officer in the Supply Department of a major agency responsible for sourcing products, preparing specifications, evaluating quotations, purchasing goods, interviewing representatives and keeping abreast of products, within Departmental and Hospital guidelines.
Administration	Prepare and maintain rosters, supervise and allocate work of a number of staff involved in word processor operations and administrative/clerical duties, including mail sorting and distribution, filing and reception. Provide a confidential secretarial and administrative service to a senior executive, including appointments, letters, reports and maintenance of confidential files.
Engineering	As an experienced tradesperson in a large engineering department reporting to and/or assisting qualified engineers, ensures that the preventative maintenance programs for plant and equipment are carried out, supervise trades staff in this area and maintain the asset register.
Food Services	Rostering and supervision of food services staff involved in food presentation and delivery of meals for patients, special functions and other services, e.g. meals on wheels. Ensure hygiene and cleanliness of relevant areas.
Public Relations	Public Relations Officer in a large hospital, assist the Public Relations Manager, prepare newsletters, publications and medical releases; assist in promotional activities and liaise with community groups/organisations.
Finance	Supervise and control a section of the accounts area of a major agency, assign and check work of staff, prepare accounts, maintain records and prepare statistical reports and commentary.

MIS	Under the direction of an MIS professional, undertakes systems work such as programming, program maintenance and operations support (archival, backup, “help desk”).
MIS	Responsible for facilities administration including the monitoring of PC and peripheral equipment performance, fault finding and ratification, education of users on operational procedures, scheduling maintenance activities, and access to computing resources. Advice provided on the acquisition of hardware enhancement and PC software that has application for particular users.

5.5 Positions Included at this Grade

Positions at this Grade include the following (which will only be classified at this Grade):

- (a) from FFPPOA 1 October 2018 – Workplace Trainer/Careers Advisor.
- (b) from FFPPOA 1 October 2018 – a qualified interpreter/translator, where they are accredited by the National Accreditation Authority of Translators and Interpreters (NAATI) and are capable of interpreting/translating into two or more languages).

6. Grade 4

6.1 Description

- (a) Positions at this level are regarded as senior supervisory positions overseeing a small to medium sized work group; or
- (b) administrators responsible for a specified activity recognised across the health service; or
- (c) a specialist role within a particular technical or professional position.

6.2 Work Level Standard

- (a) Positions require proficiency in the use of established technical or administrative processes plus a number of years' experience in the field or a qualified tertiary graduate typically requiring a minimum of 2-3 years' work experience. They require supervisory or technical leadership for a distinct activity which may need to be coordinated with other activities. Good persuasive skills are required to actively ensure successful operation of the work group, for communication of technical or administrative information and to convince others in the achievement of specific 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.

6.3 Typical Role/Duties

- (a) Recruit and select permanent and temporary staff for general positions;
- (b) Coordinate and prepare accounting, payroll or statistical records and submit consolidated reports;
- (c) Implement controls and systems to ensure resources are fully utilised and health service policies are implemented;
- (d) Liaise with hospital staff up to department head to obtain and present information;
- (e) Allocate and control staff and resources to ensure activities of the work area are carried out efficiently and effectively;
- (f) Monitor safe work practices and security standards to maintain a safe and secure environment;
- (g) Assist staff with problems, and recommend action to be taken.

6.4 Benchmark Descriptors

Engineering	As a broadly experienced trade engineer, responsible for: the supervision of maintenance/contract staff, provision of preventative maintenance programs for buildings, plant and equipment under direction from a more senior engineer. Experienced project/contracts officer responsible for: major and minor works administration, quotations and supervision of contract staff, application of tender document and quality control within set financial guidelines and budgets under the direction of a more senior engineer. Experienced training officer responsible for the formal training of staff and contractors in the process of emergency response and contingency and contractors policies and procedures.
Food Services	Responsible for the supervision of staff and the provision of services in a Food Production section across the health service. Encompasses apprentice training and monitoring, fresh food orderings, staff supervision and ensuring meals are produced to schedule.
Finance	A senior supervisory position responsible for all aspects of financial management or patient accounts through more junior supervisors or staff. The role involves: responsibility for the financial and management accounts for the Board of Directors, Department of Human Services and Department Heads; Tasks such as patient admissions, fee classifications, length of stay registers, refunds, debt collection, and patient statistics.
Supply	Responsible for supervising and co-ordinating the stores activity, involving ordering stock, daily stock-take, staff supervision and work delegation, maintaining stock levels, directing pick-ups and deliveries, and preparation of leave rosters, and may deputise for the manager in their absence.
Administration	Manage the affairs of an office, a group of executives and various committees plus undertake investigations and analysis of organisational issues that require the preparation of position papers. Activities include compilation and follow-up of agendas, conference/seminar planning and organisation, composition of non-procedural documents, management of executive management activities, development of office and administrative systems.

Personnel	Supervise a team of personnel administrators or payroll staff providing services related to pay, employment conditions, entitlements and workforce statistics. Also required to provide analysis of staffing issues (e.g. about turnover, absenteeism, establishment, budgets and labour costs) with commentary on the implication of this for the institution.
Personnel	Personnel practitioner in a major activity (e.g. training and development, Employee relations, workforce/recruitment). Activities involve the analysis of organisational needs, recommendation of a course of action, preparation of documentation and delivery of the service (e.g. training programs, recruitment campaigns).
MIS	Qualified and experienced systems officer undertaking a range of programming and analysis activities in a range of different systems. Independently undertakes activities under general direction related to a small number of projects at any one time.

7. Grade 5

7.1 Description

Positions at this level are regarded as an experienced specialist role within a particular technical or professional discipline.

7.2 Work Level Standard

- (a) Positions require proficiency in the use of established technical or administrative processes plus a number of years of experience in the field and are usually 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.

7.3 Typical Role/Duties

- (a) Provide advice on techniques and procedures for infection control and safety matters;
- (b) Carry out a quality assurance program to ensure the achievement of required standards of presentation, hygiene and cost of delivery;
- (c) Prepare reports on service delivery development and undertake special projects for the health service and Department of Health;

- (d) Review the staff establishment profile and adjust where necessary to maintain the integrity of Health Computing Service reports and the internal establishment profile, advise on funding available for staffing requirements. Direct and control the salary administration program;
- (e) Oversee and contribute to the formulation, implementation and ongoing review of staff induction and training programs;
- (f) Collaborate with Department Heads, Medical Officers, injured Employees, unions and rehabilitation providers to devise, plan and implement rehabilitation programs;
- (g) Review existing computer software effectiveness with a view to enhancing its functionality and develop software to meet new requirements;
- (h) In conjunction with the Finance Manager, prepare and interpret financial budgets, annual returns and comparative monthly statements.

7.4 Benchmark Descriptors

Finance	Responsible for the preparation of monthly financial performance figures to a senior finance specialist so that targets can be measured, budgets updated and advice provided to a major division (e.g. Nursing), on activity levels, costing and budget strategy. An experienced and/or qualified accountant supervising a team, reporting to a more senior accountant.
Personnel	As an experienced personnel practitioner with day to day responsibility for training and development, or a group of specialist HR activities, responsibility for industrial relations under direction of a senior human resource specialist.
Food Services	Assistant Food Services Manager at a large campus responsible for commercial aspects and service standards of food production, presentation and distribution. Activities include quality control over special/ethnic dietary requirements of patients and clients attending functions, organising and supervising major functions and “meals on wheels” services, supervision of cafeteria staff and food service officers, and stock management of food supplies and catering requirements.
Material Resources	An experienced Materials Resources practitioner, who deputises for the Manager and assists with plans, directions and control for the purchasing, receipt, storage, distribution of supplies for the health service. The role involves ensuring products and equipment are purchased at the most favourable price, consistent with quality requirements, efficient lay-out of stores, and maintenance of stock at economic levels.
Engineering	Engineer (operations/maintenance) for a hospital campus responsible for maintenance and operation of plant, equipment, buildings, essential services, energy management, building services and grounds, and supervision of maintenance staff/contractors, as well as implementing maintenance (breakdown, and planned procedures), liaising with emergency services and may involve supervising contract staff engaged on infrastructure works and may include the maintenance of off campus site; reporting to an engineering manager/senior engineer.
MIS	As an experienced systems analyst in a large agency, identify problems with the central computer hardware and ensure they are fixed, advise staff on system

SCHEDULE 3D – CLASSIFICATION STRUCTURE

configurations and capabilities, modify existing applications to meet user requirements.

8. Grade 6

8.1 Description

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

8.2 Work Level Standard

- (a) A high degree of proficiency in the use of technical or administration processes plus extensive experience in the field spanning many years would be typical at this level. 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. Specialist professional positions would typically require a minimum of 7-10 years' experience in this field.
- (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, and professional standards. These positions are held accountable for significant projects or line functions which involve a major requirement to make things happen, consistent with the established standards.

8.3 Typical Role/Duties

- (a) Plan operating budgets and resource requirements;
- (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 institution;
- (e) Represent and advocate on behalf of the health service at industrial relations tribunals and in labour negotiations;
- (f) Conduct programmed audits into operational and financial procedures and the safeguarding of assets;
- (g) Determine the performance of organisational units in the hospital 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 hospital objectives.

8.4 Benchmark Descriptors

Finance	As an experienced qualified financial manager reporting to a more senior financial manager, provide specialist financial advice, ensure that the hospital financial systems are maintained effectively, that statutory and legislative requirements are followed and professional standards maintained. Be responsible for the accounts section and supervising and guiding accounts staff.
Material Resources	Plans, directs and controls the purchasing, warehousing and distribution of supplies to the health service. The role involves recommending policies and developing systems and procedures for the department, which are implemented through subordinate supervisors. Ensures significant pricing benefits are obtained through bulk purchasing arrangements with other large agencies.
Personnel	Unit Human Resources manager providing advice, counsel and recommendations on improving Employee relations, training needs, work practice or staffing matters. Typically reports to a more senior Human Resources manager.

9. Grade 7

9.1 Description

- (a) Positions at this level are senior heads of large divisions; or
- (b) expert managers of complex/advanced sections with agency-wide application; or
- (c) junior executives of small or distribute institutions providing a range of services across the agency; or
- (d) senior managers of a number of varied functions across the agency.

9.2 Work Level Standard

- (a) At this level, positions require specialised knowledge resulting from very many years of experience in hospital or general industry administration, tertiary study and project management. 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. This requires extensive analytical skills in interpreting service needs, general guidelines, local conditions and the achievability of the desired results.
- (c) Line management positions are bound by 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.

9.3 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 Hospital 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 determining staffing, training, supply and expenditure needs;
- (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, and bistro/snack bar.

9.4 Benchmark Descriptors:

Food Services	As Food Services Manager of a large hospital/campus, ensure that meals are provided to all patients, staff and other organisations in an effective and efficient manner, determine budget requirements with the finance department, and determine menus in accordance with the nutrition department and purchasing requirements. Ensure that the department operates within the allocated budget allocation and develop policies and standards for the Department.
Engineering	Maintenance Engineer for the health service reporting to a more senior engineer, responsible for providing, organising and directing human and physical resources to provide an efficient maintenance service with minor works responsibility. Maintenance includes planned, breakdown and safety testing across all trades including contractors for building fabric and building services reticulation. Minor works are managed where standard building specifications would be adapted (for example to ward refurbishment); includes procurement; installation and commissioning of specialised equipment. An emphasis is placed on safety and technical aspects with financial control, co-ordinating and planning, industrial relations, education as being among important issues.
MIS	Functional Manager for a medium computing facility including operations, development, maintenance and network management. Supervises staff and has budgetary responsibility for acquisition of peripherals, additional computing hardware and supplies. A key focus of the position is ensuring that projects are completed on time/budget, provide users with the information needed, access to computing facilities is within accepted standards, and computing facilities are adequate for the needs of the institution, fast effective and reliable.
MIS	Expert professional project manager engaged on a project of strategic significance and technical complexity that requires organisational, systems development and technical know-how of the highest order.

SCHEDULE 3E – WORKPLACE TRAINER/CAREERS ADVISOR

1. The Role

Guided by the WSCMC (see Section 2, clause 77) / AIC, a Workplace Trainer/Careers Advisor will:

- 1.1** Provide essential training and assessment activities – including designing and developing learning programs; using training packages and accredited courses to meet employee needs; planning, organising and delivering group and individual-based learning; facilitating learning in the workplace; and creating, implementing and managing assessment activities and processes.
- 1.2** Within the scope of the Employee's qualifications, competency and experience; deliver training and assessment services in the health industry. The Workplace Trainer / Career Advisor may teach, or facilitate an RTO to teach, competencies, from training packages across Certificate II to a Diploma level in classifications covered by the Agreement.
- 1.3** Deliver subjects determined in conjunction with the strategy set by the Agreement Implementation Committee (AIC) and/or WSCMC which may change from time to time.
- 1.4** Prioritise training for certain types of individuals, including those:
 - (a) without computer skills;
 - (b) who have not completed secondary school education; and,
 - (c) whose English may be a second language.
- 1.5** As determined by the needs identified by the AIC, deliver evening or weekend classes.
- 1.6** Play an integral role in helping other Employees make informed decisions about their career paths and achieve their professional goals.
- 1.7** Where relevant, participate in the redeployment process for Employees whose roles are made redundant (see subclause 29.3) and, in consultation with the return to work officer/coordinator, support injured Employees who cannot return to their pre-injury role (see subclause 84.6).

2. Duties

Duties include:

- 2.1** Contribute to training needs analysis for classifications under the Agreement.
- 2.2** Design and develop learning resources to support the programs and learning outcomes identified by the WSCMC / AIC strategy.
- 2.3** Design learning programs that meet industry expectations and provide meaningful learning experiences.

- 2.4** Coordinate and deliver work-based learning using best practice delivery modes.
- 2.5** Assisting Employees to present assessment tools to the RTO provider for specific purposes including Recognition of Prior Learning (RPL) and assessment of training outcomes.
- 2.6** Establish and maintain relationships with all stakeholders (Employers, Employees, and training providers) to ensure learning programs, and related assessment, meet the parties' needs.
- 2.7** Liaise with external training providers so that they may deliver appropriate courses to participating employees.
- 2.8** Assist participating employees to negotiate leave for the purposes of practical experience and or clinical placements.
- 2.9** Provide advice to interested parties in relation to course funding and availability.
- 2.10** Meet with Employees to discuss their career goals, skills and interests, with a view to advise on possible career pathways and areas of potential future training and employment.
- 2.11** Develop personalised academic and career plans.
- 2.12** Offer internal job search support by assisting with resume building, job applications, and interview techniques.

3. Qualifications

Required qualifications and experience for this role is as follows:

- 3.1** TAE40122: Certificate IV in Training and Assessment, or equivalent or the ability to acquire such within the role.
- 3.2** Relevant vocational qualification and/or competencies at least to the level to be delivered and assessed.
- 3.3** Relevant current industry experience.
- 3.4** A valid Working with Children Check (WWC) Assessment Notice and/or WWC card.
- 3.5** Clear Police Check.

Desirable qualifications and experience for this role is as follows:

- 3.6** Qualifications, units of competency (UOC) and/or experience in human resources, adult education and/or career advisory/development, such as:
 - (a) Certificate IV Career Development
 - (b) UOC: Integrate core skills support into training and assessment, or equivalent.
 - (c) UOC: Design and develop assessment tools, or equivalent.
 - (d) UOC: Undertake organisational training needs analysis, or equivalent.

4. Process for appointment

The Employer and the AIC will work together to develop a recruitment process. The Employer will appoint the position taking into account the advice of the AIC.

SCHEDULE 3F – WORKER WELLBEING OFFICER

1. The Role

- 1.1 A Worker Wellbeing Officer will utilise the strategic framework prescribed in the DH strategy paper “*Our pathway to change: eliminating bullying and harassment in healthcare*” in the promotion of the following focus areas of:
- (a) preventing workplace bullying and harassment
 - (b) supporting mental health and wellbeing
 - (c) preventing workplace injuries.

2. Duties

Duties include:

- 2.1 Development and/or maintenance of the local Worker Wellbeing Plan which aims to increase promote and support staff wellbeing across all areas of the organisation in alignment with the DH strategy paper “Our pathway to change: eliminating bullying and harassment in healthcare”
- 2.2 Promote the focus areas of preventing workplace bullying and harassment, supporting mental health and wellbeing and preventing workplace injuries.
- 2.3 Networking with the Safe Care Victoria and the Healthcare Worker Wellbeing Centre.

3. Qualifications/Experience

Required qualifications and experience for this role is as follows:

- 3.1 Relevant tertiary qualifications in Human Resources, Psychology (or equivalent) or
- 3.2 Extensive experience in human resources, health promotion, psychology, mental health, or workplace health and wellbeing.
- 3.3 Knowledge of best practice in critical incident, psychological first aid and other wellbeing areas.

SCHEDULE 3G – ABORIGINAL EMPLOYMENT SUPPORT OFFICER

1. The Role

- 1.1** An Aboriginal Employment Support Officer will be responsible for promoting the achievement of a two per cent Aboriginal Employment Target and the prioritisation of focus areas set out in the *DH Aboriginal Employment Strategy 2016-2021*:
- (a) Profile and Leadership
 - (b) Recruitment
 - (c) Retention
 - (d) Inclusive Workplaces
 - (e) Induction
 - (f) Development

2. Duties

Duties include:

- 2.1** Development and/or maintenance of the local Aboriginal Employment Plan which aims to increase the Aboriginal workforce across all areas of the organisation.
- 2.2** Promote the focus areas set out in the *DH Aboriginal Employment Strategy 2016-2021* and ensure that these practices are culturally relevant, culturally appropriate while also consistent with local policies and procedures.
- 2.3** Networking with the local Aboriginal community, Aboriginal community organisations, high schools, TAFE and University.

3. Qualifications/Experience

Required qualifications and experience for this role is as follows:

- 3.1** Is an Aboriginal or Torres Strait Islander person, identifies as Aboriginal and is accepted as such by the community in which he/ she lives or has previously lived.
- 3.2** Sound knowledge of Aboriginal culture and experience in working with Aboriginal and Torres Strait Islander peoples/ communities and organisations.
- 3.3** Relevant tertiary qualifications in Human Resources (or equivalent) or significant experience in Aboriginal Employment, Recruitment and Engagement.

SCHEDULE 3H – DISABILITY EMPLOYMENT SUPPORT OFFICER

1. The Role

- 1.1** A Disability Employment Support Officer will be responsible for promoting the achievement of a two per cent Disability Employment Target and the prioritisation of focus areas set out in the *DH Disability Employment Strategy 2018-2020*:
- (a) Profile and Leadership
 - (b) Recruitment
 - (c) Induction
 - (d) Inclusive Workplaces
 - (e) Retention

2. Duties

Duties include:

- 2.1** Development and/or maintenance of the local Disability Employment Plan which aims to increase the Disability workforce across all areas of the organisation
- 2.2** Promote the focus areas set out in the *DH Disability Employment Strategy 2018-2020* and ensure that these practices are culturally relevant, culturally appropriate while also consistent with local policies and procedures.
- 2.3** Networking with the local Disability community, Disability community organisations, high schools, TAFE and University.

3. Qualifications/Experience

Required qualifications and experience for this role is as follows:

- 3.1** Is a person with a disability
- 3.2** Evidence of a long-standing commitment to supporting and promoting the individual needs, skills, abilities and personal goals of people with disabilities.
- 3.3** Relevant tertiary qualifications in Human Resources (or equivalent) or significant experience in Disability Employment, Recruitment and Engagement.

SCHEDULE 3I – VETERAN EMPLOYMENT SUPPORT OFFICER

1. The Role

- 1.1** A Veteran Employment Support Officer will be responsible for promoting the achievement of the Veteran workforce target and the prioritisation of focus areas set out in the *Public Sector Veteran Employment Strategy*:

2. Duties

Duties include:

- 2.1** Development and/or maintenance of the local Veteran Employment Plan which aims to increase the Veteran workforce across all areas of the organisation.
- 2.2** Promote the focus areas set out in the *Public Sector Veteran Employment Strategy* to help Veterans translate their military experience into relevant experience for the public sector.
- 2.3** Networking with the Australian Defence Force (ADF) Veteran community, Veteran service provider organisations, TAFE and University.

3. Qualifications/Experience

Required qualifications and experience for this role is as follows:

- 3.1** Is a veteran or can establish evidence of a long-standing commitment to supporting and promoting the individual needs, skills, abilities and personal goals of Veterans.
- 3.2** Relevant tertiary qualifications in Human Resources (or equivalent) or significant experience in Veteran Employment, Recruitment and Engagement.