Application for approval of an enterprise agreement known as the Healthscope and Non Clinical Employees HSU Enterprise Agreement 2011-2015 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by Healthscope Limited. The Agreement is a single enterprise agreement.

The Health Services Union known as the HSU, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act I note that the Agreement covers the organisation.

I note that the Agreement does not cover all employees of the employer. However, having regard to the information provided by the Applicant, I am satisfied that the employees covered by the Agreement were fairly chosen within the meaning of s.186(3).

I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application have been met.

The Agreement is approved and in accordance with s.54, will operate from 1 February 2012. The nominal expiry date of the Agreement is 1 January 2015.
Part 1—Application and Operation

1. **Title**
   
   1.1 This Agreement shall be known as the Healthscope and Non Clinical Employees HSU Enterprise Agreement 2011-2015.

2. **Commencement and Transitional**
   
   2.1 This Agreement shall come into effect seven days from the date of approval by Fair Work Australia and shall nominally expire on and will continue until its nominal expiry date of 1 January 2015.
   
   2.2 The Agreement shall continue to operate after the nominal expiry date in accordance with the provisions of the *Fair Work Act 2009* (Cth).
   
   2.3 The parties covered by the Agreement shall, three months prior to the nominal expiry date, commence negotiations to replace this Agreement.

3. **Definitions and Interpretation**
   
   3.1 In this agreement, unless the contrary intention appears:
   
   **Act** means the *Fair Work Act 2009* (Cth)
   
   **NES** means the National Employment Standards as contained in sections 59 to 131 of the *Fair Work Act 2009* (Cth)
   
   **Shiftworker** is an employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work of a day worker as defined in clause 24.

4. **Coverage**
   
   4.1 This Agreement covers:
   
   (a) Healthscope Limited, Level 1, 312 St Kilda Road, Melbourne, Vic 3004(ABN 85 006 405 152) (“the Company or the Employer”);
   
   (b) all employees who are employed by Healthscope Limited in any of the classifications set out in this Agreement and who are employed in hospitals owned and/operated by the Company;
   
   (c) the Health Services Union;

5. **Relationship to Previous Awards and Agreements**
   
   5.1 This is a comprehensive agreement that operates to the exclusion of any awards or other agreements.
5.2 No Employee shall suffer any loss or diminution of entitlements (whether accrued or otherwise) on terms and conditions of employment in place immediately prior to the commencement of this agreement by reason only of the coming into force of this Agreement, unless specifically varied by this Agreement.

5.3 The parties recognise that pre-existing agreements in place at the commencement of this agreement may contain provisions inconsistent with this Agreement. The Employer undertakes to safeguard the entitlements of affected Employees, unless specifically varied by this Agreement.

6. The National Employment Standards and This Agreement

6.1 The National Employment Standards and this agreement contain the minimum conditions of employment for employees covered by this agreement.

7. Posting of this Agreement

7.1 A copy of the Agreement will be posted up by the Employer in a conspicuous place accessible to all Employees.

8. Agreement Flexibility

8.1 Notwithstanding any other provision of this agreement, an employer and an individual employee may agree to vary the application of certain terms of this agreement to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:

(a) arrangements for when work is performed;
(b) overtime rates;
(c) penalty rates;
(d) allowances; and
(e) leave loading.

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

8.3 The agreement between the employer and the individual employee must:

(a) be confined to a variation in the application of one or more of the terms listed in clause 8.1; and

(b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.

8.4 The agreement between the employer and the individual employee must also:

(a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee’s parent or guardian;
(b) state each term of this agreement that the employer and the individual employee have agreed to vary;

(c) detail how the application of each term has been varied by agreement between the employer and the individual employee;

(d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee’s terms and conditions of employment; and

(e) state the date the agreement commences to operate.

8.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

8.6 Except as provided in clause 8.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

8.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee’s understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

8.8 The agreement may be terminated:

(a) by the employer or the individual employee giving four weeks’ notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or

(b) at any time, by written agreement between the employer and the individual employee.

8.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this agreement.

Part 2—Consultation and Dispute Resolution

9. Consultation regarding Major Workplace Change

9.1 Employer to Notify

(a) Where the employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and the Union which is covered by the Agreement.

(b) Significant effects include termination of employment; major changes in the composition, operation or size of the employer’s workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this agreement makes provision for
alteration of any of these matters an alteration is deemed not to have significant effect.

9.2 Employer to Discuss Change

(a) The employer must discuss with the employees affected and their representatives, the introduction of the changes referred to in clause 9.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

(b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 9.1.

(c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees; the employee’s right to be represented in any discussions and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer’s interests.

10. Dispute Resolution

10.1 In the event of a dispute in relation to the employment relationship, a matter arising under the Agreement or in relation to the National Employment Standards, in the first instance the parties to the dispute will attempt to resolve the matter at the workplace by discussions between the Employee or Employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties to the dispute will endeavour to resolve the dispute in a timely manner by discussions between the Employee or Employees concerned and more senior levels of management as appropriate.

10.2 The above steps shall take place within seven days.

10.3 The Employer or employee may appoint the union which is covered by the Agreement or other representative or employer association, as appropriate, to accompany and/or represent them in relation to this procedure.

10.4 Where the matter in dispute remains unresolved, either party may refer the matter to FWA for conciliation and if necessary arbitration and the tribunals decision shall be accepted by the parties as ending the matter.

10.5 While the dispute resolution procedure is being conducted work will continue in accordance with the custom and practice existing before the dispute arose unless an Employee has a reasonable concern about an imminent risk to health or safety. No party shall be prejudiced on final settlement by the continuance of work.

11. Dispute Resolution and OH&S Training

The Employer will consider applications from job representatives, whose name has previously been advised to the Employer, to attend acceptable training courses. Such leave shall be subject to operational requirements and will be leave without pay
12. Procedure in Relation to Performance and Conduct

12.1 The purpose of this clause is to provide a process for managing an Employee’s performance or conduct.

12.2 Where the Employer has concerns in relation to an Employee’s performance or conduct, the management representative shall notify the Employee of the concern and reason(s) for it. Where appropriate, the matter will be dealt with by verbal counselling of the Employee as the first option.

12.3 Where disciplinary action is proposed in relation to an Employee’s performance or conduct, the management representative shall notify the Employee of the proposed disciplinary action identifying the issue(s) concerning the performance or conduct.

12.4 The first warning shall be verbal and will be recorded on the employee’s personal file.

12.5 If the problem continues the matter may be discussed with the employee and a second warning in writing may be given and recorded on the employee’s personal file.

12.6 If the problem continues the matter may be discussed with the employee again. A final warning in writing may be given and recorded on the employee’s personal file.

12.7 In the event of the problem recurring, the employee may be terminated. No dismissals are to take place without the authority of senior management.

12.8 Summary dismissal of an employee may occur for acts of serious and wilful misconduct.

12.9 Any disciplinary action taken in respect of an Employee shall be recorded on the individual’s personnel file provided that the record is removed if there is no further issue(s) with the Employee’s performance or conduct in the succeeding 12 months.

12.10 If a dispute arises over disciplinary action the matter may be dealt with in accordance with clause 10 – Dispute resolution.

12.11 The Union shall be present during any disciplinary action, if desired by either party.

Part 3—Types of Employment and Termination of Employment

13. Types of Employment

13.1 Employment Categories

(a) Employees under this agreement will be employed in one of the following categories:

(i) full-time;

(ii) part-time; or

(iii) casual.
At the time of engagement an employer will inform each employee whether they are employed on a full-time, part-time or casual basis. An employer may direct an employee to carry out such duties that are within the limits of the employee’s skill, competence and training, consistent with the respective classification.

13.2 Full-time Employment

A full-time employee is one who is engaged to work 38 hours per week or an average of 38 hours per week pursuant to this agreement.

13.3 Part-time Employment

(a) A part-time employee is an employee who is engaged to work less than the full-time hours of an average of 38 hours per week and who has reasonably predictable hours of work.

(b) Before commencing employment, the employer and employee will agree in writing on a regular pattern of work including the number of hours to be worked each week, the days of the week the employee will work and the starting and finishing times each day.

(c) The terms of the agreement may be varied by agreement and recorded in writing.

(d) The terms of this agreement will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are 38.

13.4 Casual Employment

(a) A casual employee is an employee engaged as such on an hourly basis, other than as a part-time, full-time or fixed-term employee, to work up to and including 38 ordinary hours per week.

(b) A casual employee will be paid per hour calculated at the rate of 1/38th of the weekly rate appropriate to the employee’s classification. In addition, a loading of 25% of that rate will be paid instead of the paid leave entitlements of full-time employees.

(c) The minimum period of engagement of a casual employee is three hours with the exception of cleaners who will be engaged for a minimum of two hours.

14. Termination of Employment

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

14.2 In order to terminate the employment of an employee, the employer shall give the minimum period of notice based on the employee’s period of continuous service with the employer up to the end of the day the notice is given, as follows:

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Period of Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Period of Notice</td>
<td>Notice Period</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>---------------</td>
</tr>
<tr>
<td>Not more than 1 year</td>
<td>1 week</td>
</tr>
<tr>
<td>More than 1 year but not more than 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>More than 3 years but not more than 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>More than 5 years</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

The period of notice shall be increased by one week if the employee is over 45 years of age.

14.3 Payment in lieu of the notice prescribed in 14.2 hereof shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice, and part payment in lieu of notice.

14.4 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee’s employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period.

14.5 The period of notice in this clause does not apply:
   (a) in the case of dismissal for serious misconduct;
   (b) to casual employees.

14.6 Job Search Entitlement

   Where an 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 is to be taken at times that are convenient to the employee after consultation with the employer.

14.7 Notice of Termination by an Employee

   The notice of termination required to be given by an employee is at least two weeks. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this agreement or the NES, an amount not exceeding the amount the employee would have been paid under this agreement in respect of the period of notice required by this clause less any period of notice actually given by the employee.

15. Redundancy

15.1 Entitlement to Redundancy Pay

   An employee is entitled to be paid redundancy pay by the employer if the employee’s employment is terminated:

   (a) at the employer’s initiative because the employer no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour;

   (b) or because of the insolvency or bankruptcy of the employer.
15.2 Employees Exempted

This clause does not apply to: employees terminated as a consequence of serious misconduct that justifies dismissal without notice; probationary employees; employees engaged for a specific period of time or for a specified task or tasks; or casual employees.

15.3 Redundancy Amount

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

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Redundancy pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>Nil</td>
</tr>
<tr>
<td>1 year and less than 2 years</td>
<td>4 weeks’ pay*</td>
</tr>
<tr>
<td>2 years and less than 3 years</td>
<td>6 weeks’ pay</td>
</tr>
<tr>
<td>3 years and less than 4 years</td>
<td>7 weeks’ pay</td>
</tr>
<tr>
<td>4 years and less than 5 years</td>
<td>8 weeks’ pay</td>
</tr>
<tr>
<td>5 years and less than 6 years</td>
<td>10 weeks’ pay</td>
</tr>
<tr>
<td>6 years and less than 7 years</td>
<td>11 weeks’ pay</td>
</tr>
<tr>
<td>7 years and less than 8 years</td>
<td>13 weeks’ pay</td>
</tr>
<tr>
<td>8 years and less than 9 years</td>
<td>14 weeks’ pay</td>
</tr>
<tr>
<td>9 years and less than 10 years</td>
<td>16 weeks’ pay</td>
</tr>
<tr>
<td>10 years and over</td>
<td>12 weeks’ pay</td>
</tr>
</tbody>
</table>

* Week’s pay means the ordinary time rate of pay for the employee concerned.

15.4 Transfer to Acceptable Alternate Duties

Where an employee is transferred to acceptable alternate employment, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer’s option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

15.5 Employee Leaving during Notice Period

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

15.6 Job Search Entitlement

(a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day’s time off without loss of pay during each week of notice for the purpose of seeking other employment.

(b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
16. Classifications

16.1 Except as provided in sub clauses 16.2 and 16.3 all employees covered by this agreement must be classified according to the structure and definitions set out Appendix 3 and forms a term of the Agreement. The Employer must advise their employees in writing of their classification upon commencement and of any subsequent changes to their classification.

16.2 Allied Health Assistant Structure

This is at Appendix 4 and forms a term of the Agreement.

16.3 Theatre and Instrument Technician Structure

This is at Appendix 5 and forms a term of the Agreement.

17. Salary Increases

17.1 The weekly wage rates and salary-based allowances as at 30 June 2011 shall be increased as follows:

For those employees employed in hospitals listed in Appendix 2

(a) 4.05% from the first pay period on or after 1 July 2011;
(b) 4.0% from the first pay period on or after 1 January 2013; and
(c) 2.5% from the first pay period on or after 1 January 2014

For those employees employed in hospitals listed in Appendix 1

(d) 2.5% from the first pay period on or after 1 July 2011;
(e) 2.5% from the first pay period on or after 1 January 2013; and
(f) 2.5% from the first pay period on or after 1 January 2014.

The employer shall pay the rates of pay and allowances that are set out in Appendices 1 and 2.

18. Allowances

18.1 Adjustment of Expense Related Allowances

At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage wage increase above.
18.2 Blood Check Allowance

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

18.3 Clothing and Equipment

(a) Employees will be required by the employer to wear uniforms. They will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to employees, in accordance with the policy of the Employer, as varied from time to time. Such items are to remain the property of the employer and be laundered and maintained by such employer free of cost to the employee.

(b) Where such employee’s uniforms are not laundered by or at the expense of the employer, the employee will be paid a laundry allowance of the amount set out in Appendices 1 or 2, as appropriate, per shift or part thereof on duty or $1.49 per week, whichever is the lesser amount.

(c) The laundry allowance will not be paid during absences on leave.

(d) Where an employer requires an employee to wear rubber gloves, special clothing or where safety equipment is required for the work performed by an employee, the employer must reimburse the employee for the cost of purchasing such special clothing or safety equipment, except where such clothing or equipment is provided by the employer.

18.4 Damaged Clothing Allowance

(a) Where an employee, in the course of their employment suffers any damage to or soiling of clothing or other personal effects (excluding female hosiery), the employer will be liable for the replacement, repair or cleaning of such clothing or personal effects provided immediate notification is given of such damage or soiling.

(b) This clause will not apply where the damage or soiling is caused by the negligence of the employee.

18.5 Heat Allowance

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

(b) It will be the responsibility of the employer to ascertain the temperature.

(c) The following amounts will be paid to employees employed at their current place of work prior to 8 August 1991, in the prescribed circumstances in addition to any other amounts specified elsewhere in this agreement.

Where an employee works for more than one hour in the shade in places where the temperature is raised by artificial means and:

(i) exceeds 40 degrees Celsius but does not exceed 46 degrees Celsius—the percentage amount set out in Appendices 1 or 2, as appropriate per hour or part thereof.
(ii) exceeds 46 degrees Celsius— the percentage amount set out in Appendices 1 or 2, as appropriate per hour or part thereof.

18.6 Meal Allowances

(a) An employee will be supplied with an adequate meal where an employer has adequate cooking and dining facilities or be paid a meal allowance of the amount set out in the relevant Appendix in addition to any overtime payment as follows:

(i) when required to work after the usual finishing hour of work beyond one hour or, in the case of shiftworkers, when the overtime work on any shift exceeds one hour.

(ii) Provided that where such overtime work exceeds four hours a further meal allowance of the amount set out in Appendices 1 or 2, as appropriate will be paid.

(b) On request meal allowance will be paid on the same day as overtime is worked.

18.7 Nauseous Work Allowance

An allowance of the amount set out in Appendices 1 or 2, as appropriate of the standard rate per hour or part thereof will be paid to an employee in any classification if they are engaged in handling linen of a nauseous nature other than linen sealed in airtight containers and/or for work which is of an unusually dirty or offensive nature having regard to the duty normally performed by such employee in such classification. Any employee who is entitled to be paid this allowance will be paid a minimum sum of the amount per hour set out in Appendices 1 or 2 as appropriate for work performed in any week.

18.8 Occasional Interpreting Allowance

An employee not employed as a full-time interpreter who is required to perform interpreting duties will receive an additional the amount on each occasion with a payment of the amount per hour set out in Appendices 1 or 2, as appropriate.

18.9 On Call Allowance

An employee required by the employer to be on call will receive the following additional amounts for each 24 hour period or part thereof:

(a) when the on call period is between Monday and Saturday inclusive— the amount set out in Appendices 1 or 2, per 24 hour period; and

(b) when the on call period is on a Sunday or public holiday— the amount set out in Appendices 1 or 2, as appropriate of the standard rate per 24 hour period.

18.10 Telephone Allowance

Where the employer requires an employee to install and/or maintain a telephone for the purpose of being on call, the employer will refund the installation costs and the subsequent rental charges on production of receipted accounts.
18.11 Tool Allowance

A tool allowance of the amount set out in Appendices 1 or 2, as appropriate per week for the supply and maintenance of tools will be paid to chefs and cooks who are not provided with all necessary tools by the employer.

18.12 Travelling, Transport and Fares

(a) An employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance of not less than the amount set out in Appendices 1 or 2, as appropriate per kilometre.

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

(c) Provided further that the employee will not be entitled to reimbursement for expenses referred to in clause 18.12(b), which exceed the mode of transport, meals or the standard of accommodation agreed with the employer, for these purposes.

18.13 Change of Shift Allowance

(a) In the case of an employee who changes from working on one shift to working on another shift, the time of commencement of which differs by four hours or more than from that of the first, shall be paid a change of shift allowance set out in Appendices 1 or 2, as appropriate.

(b) Notwithstanding the above, the change of shift allowance is not payable where the employer agrees to a request in writing made on behalf of one or more employees for changes in shifts.

(c) Employees are not entitled to a change of shift allowance if the commencement times of shifts change by mutual agreement.

(d) The allowance is not payable where there is an intervening period of more than 48 hours off duty, inclusive of all leave, weekends, accrued days off, rostered days off and public holidays.

18.14 Seniors Allowance

(a) An employee who is appointed as a Senior will have their classification preceded by the word Senior and shall be paid an allowance of 10 per cent of the base rate payable for their classification.

(b) 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: the performance of additional duties or functions; the assignment of a special project; or an increased emphasis on the performance of core functions already undertaken by employees in the relevant classification; A net addition to the work value of the substantive role of an employee would be characterised by the following: the additional functions or duties are a regular and ongoing requirement; and experience in the role commensurate with this clause, coupled with on the job training where
provided by the employer; and 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 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 a higher degree of accountability is expected for work undertaken, such that the employee is clearly performing at a level above that of

19. Payment of Wages

19.1 Wages shall be paid not later than Thursday or the following day where there is a public holiday in the pay period, following the end of the pay period.

19.2 An employer shall provide to each employee at the time of payment of their wages a statement detailing the following information:

(a) name and classification of the employee;

(b) the period the payment relates to and the date of payment;

(c) their hourly rate of pay;

(d) the amount of payment including allowances;

(e) the amount of pay deductions;

(f) amounts of occupational superannuation contributions and details of funds into which contributions are paid.

19.3 When notice of termination of employment has been given by an employee, or an employee’s services have been terminated by an employer, payment of all wages and other monies owing to an employee shall be made to the employee.

19.4 Where the system of working provides for the taking of ADOs and an employee’s employment is terminated:

(a) and one or more ADOs have been granted in advance; or

(b) an ADO has been taken during the work cycle during which the employee is terminated, the wages due to that employee shall be reduced by the total of

(c) the ADOs taken in advance, and/or the total un-accrued portion of the ADO

(d) granted in that work cycle as the case may be.

(e) and an employee has not worked a complete four or five week cycle as the case may be, they shall receive pro rata accrued entitlements for each day worked or regarded as having been worked in such cycle payable for the accrued day off.

20. Superannuation

20.1 The Employer will be a participating employer of HESTA and/or Health Super and will participate in accordance with the funds' trust deeds. Employees will be a member of either HESTA or Health Super.
20.2 For Employees who earn more than $450.00 per month, the Employer will contribute to the fund of which an Employee is a member at the rate required to comply with the *Superannuation Guarantee (Administration) Act 1992* and the *Superannuation Guarantee Charge Act 1992* as amended from time to time.

20.3 The Employer will provide each Employee upon commencement of employment membership forms of HESTA or Health Super and will forward the complete membership form of the Employee's choice of fund to the relevant fund within 28 days. In the event that the Employee has not completed an application form within 28 days, the Employer will forward contributions and Employee details to HESTA.

20.4 Subject to the terms of the relevant trust deed, an Employee may make additional contributions to the fund chosen by the Employee and upon receiving written authorisation from the Employee, the Employer will deduct such contributions from an Employee's salary and will forward such contributions to the chosen fund.

20.5 The parties note that the Employer has other superannuation obligations and this clause does not purport to exhaustively describe those obligations. The Employer will comply with the requirements set out in this clause to the extent that they are consistent with law.

21. **Salary Packaging**

21.1 All employees covered by this Agreement will have access to salary packaging arrangements in respect of superannuation only as follows:

21.2 By agreement with the employer, the current rate of pay and any monetary entitlements payable to the employee as adjusted by this Agreement, may be salary packaged in accordance with Company policy on salary packaging.

21.3 The employee shall compensate the employer from within their base remuneration, for any FBT incurred as a consequence of any salary packaging arrangement the employee has entered into. Where the employee chooses not to pay any of the costs associated with their salary packaging, the employer may cease the employee's salary packaging arrangements.

21.4 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. This may only occur once per calendar year. Any costs associated with the conversion to salary shall be borne by the employee and the employer shall not be liable to make up any benefit lost as a consequence of an employee’s decision to convert to salary.

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

21.6 The parties recommend to employees who are considering salary packaging that they seek independent financial advice. The employer shall not be held responsible in any way for the cost or outcome of any such advice and furthermore, the parties agree that the employee shall pay for any costs associated with salary packaging.
22. **Accident Pay**

22.1 Subject to this clause, where an Employee is receiving a weekly payment of compensation in respect of an incapacity under the *Accident Compensation Act 1985*, the Employee will receive accident make-up pay equal to the ordinary time earnings they would ordinarily receive, less the amount of weekly compensation.

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

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

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

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

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

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

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

   (f) upon the death of the Employee.

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

---

**Part 5—Hours of Work and Related Matters**

23. **Ordinary hours of work**

23.1 The ordinary hours of work for a full-time employee will be an average of 38 hours per week in a fortnight or four week period.

23.2 Not more than 10 ordinary hours of work (exclusive of meal breaks) are to be worked in any one day.

23.3 Provided that no employee shall be required to work more than six consecutive periods of ordinary duty without 24 hours off duty unless there are exceptional circumstances. With the exception of time occupied in having meals and one additional break, if same is required by the employer the work of each shift shall be continuous.

23.4 An employee who works more than six consecutive periods of ordinary duty without 24 hours off duty shall be paid for the seventh and any further consecutive period of
ordinary duty worked at the rate of treble time until they have been given 24 hours off duty.

23.5 The working week shall commence at midnight on Sunday.

24. **Span of hours**

24.1 The ordinary hours of work for a day worker will be worked between 6.30 am and 6.00 pm Monday to Friday.

25. **Accrued day off**

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

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

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

26. **Rostering**

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

26.2 Seven days’ notice will be given of a change in a roster. However, a roster may be altered at any time to enable the functions of the hospital, facility or organisation to be carried on where another employee is absent from duty on account of illness or in an emergency.

26.3 Unless the employer otherwise agrees, an employee desiring a roster change will give seven days’ notice except where the employee is ill or in an emergency.

26.4 Rosters may be fixed by mutual agreement.

26.5 Where additional shifts or hours become available, part-time employees shall have first option of those hours.

27. **Saturday and Sunday work**

27.1 For all ordinary hours worked between midnight Friday and midnight Sunday, a day worker will be paid their ordinary hourly rate and an additional 50% loading.
27.2 A casual employee who works on a Saturday or Sunday will be paid a loading of 75% for all time worked instead of the casual loading of 25%.

28. Breaks

28.1 Meal Breaks

(a) An employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes.

(b) Each employee on night duty who is not relieved from duty (and on call) during the rostered meal break shall be granted a meal break of not less than twenty minutes to be commenced after completing three hours and not more than five hours of duty. Such time to be counted as time worked.

28.2 Tea Breaks

(a) Every employee will be entitled to a paid 10 minute tea break in each four hours worked or part thereof being greater than one hour at a time to be agreed between the employer and employee.

(b) Subject to agreement between the employer and employee, such breaks may alternatively be taken as one 20 minute tea break.

(c) Tea breaks will count as time worked.

28.3 Wash-up Time

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

29. Overtime Penalty Rates

29.1 Overtime Rates

(a) An employee who works outside their ordinary hours on any day will be paid at the rate of:

   (i) time and a half for the first two hours; and

   (ii) double time thereafter.

(b) Outside a spread of twelve hours from the commencement of the last previous rostered period of duty provided that the overtime is not continuous with the next succeeding period of duty – double time.

(c) All overtime worked on a Saturday or Sunday will be paid at the rate of double time.
Part-time Employees

Where agreement has been reached in accordance with clauses 13.3(b) or (c), a part-time employee who is required by the employer to work in excess of those agreed hours must be paid overtime in accordance with this clause.

29.2 Rest Period After Overtime

(a) An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of ordinary work on the next day that they have not had at least 10 consecutive hours off duty will be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during this absence.

(b) If, on the instructions of the employer, the employee resumes or continues work without having had 10 hours off duty, the employee will be paid at the rate of double time until they are released from duty for such a period. The employee is then entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

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

29.3 Time off Instead of Payment for Overtime

(a) An employee may elect, with the consent of the employer, to take time off instead of payment for overtime at a time agreed with the employer.

(b) Overtime taken as time off during ordinary hours will be taken at the applicable penalty time rate.

29.4 Recall to Work Overtime

An employee who is recalled to work overtime after leaving the employer’s premises will be paid for a minimum of three hours’ work at the appropriate overtime rate.

29.5 Rest Break during Overtime

An employee working overtime will take a paid rest break of 20 minutes after each four hours of overtime worked if required to continue work after the break.

29.6 Shiftwork

(a) In addition to any other rates prescribed elsewhere in this Agreement an employee whose rostered hours of ordinary duty finish between 6.00 p.m. and 8.00 a.m. or commence between 6.00 p.m. and 6.30 a.m. shall be paid an amount equal to 2.5 per cent of the weekly base rate of pay for the Wage/skill group 5 as defined in clause 17 - Rates of Pay, per rostered period of duty.

(b) Provided that in the case of an employee working on any rostered hours of ordinary duty finishing on the day after commencing duty or commencing after
midnight and before 5.00 a.m. they shall be paid for any such periods of duty an amount equal to 4 per cent of wage/skill group 5 and provided further that in the case of an employee permanently working on any such rostered hours of ordinary duty shall be paid for any such period of duty an amount equal to 5 per cent of the said rate. Permanently working shall mean working for any period in excess of four consecutive weeks.

Higher Duties

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

Part 6—Leave and Public Holidays

30. Annual Leave

30.1 An employee (other than a casual employee) is entitled to four (4) weeks annual leave for each year of service with the employer.

30.2 Shift workers
   (a) a shift worker under this clause is entitled to an additional week's annual leave on the same terms and conditions.
   (b) a shift worker is an employee who works for more than four ordinary hours on 10 or more weekends during the year in which their annual leave accrues.

30.3 Part-time Employees
   (a) Part time employees shall be entitled to annual leave on a pro rata basis. Where the ordinary hours for a part-time employee have varied during the period of accrual, the average ordinary hours shall be used to determine the employee’s annual leave entitlement.

30.4 Annual Leave Loading
   (a) In addition to their ordinary pay, an employee, other than a shiftworker, will be paid an annual leave loading of 17.5% of their ordinary rate of pay.
   (b) Shiftworkers, in addition to their ordinary pay, will be paid the higher of:
      (i) an annual leave loading of 17.5% of their ordinary rate of pay; or
      (ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.
30.5 Leave in Advance

(a) An employer may allow an employee to take annual leave either wholly or partly in advance of an entitlement accruing.

(b) Where annual leave has been taken in advance and the employment of the employee is terminated before completing the required amount of service to account for the leave, the employer is entitled to deduct the amount of leave in advance which is still owing from any remuneration payable to the employee upon termination of employment.

30.6 Purchased Leave

(a) Employees may purchase up to 4 weeks additional leave per year and, with the agreement of the employer, work between 48 and 51 weeks per year. Approval rests with the employer, who may legitimately take into account operational needs and work requirements. Agreement will not be unreasonably withheld.

(b) Where an employee applies for additional leave pursuant to this clause the employer shall respond to such application within four (4) weeks.

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

(d) The approval of purchased leave arrangements for individual employees will be subject to annual application and approval by the employer.

32.7 Terms about cashing out paid annual leave

(a) An employee and the Employer may agree to terms for the cashing out of paid annual leave by an employee.

(b) The terms must require that:

(a) paid annual leave must not be cashed out if the cashing out would result in the employee’s remaining accrued entitlement to paid annual leave being less than 4 weeks; and

(b) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Employer and the employee; and

(c) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

31. Public Holidays

31.1 An employee is entitled to be absent from his or her employment on a day or part-day that is a public holiday in the place where the employee is based for work purposes.
31.2 However, an employer may request an employee to work on a public holiday if the request is reasonable.

31.3 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.

31.4 Meaning of Public Holiday

Employees shall be entitled to the following public holidays:

(a) 1 January (New Year’s Day)

(b) 26 January (Australia Day)

(c) Good Friday

(d) Easter Saturday

(e) Easter Monday

(f) 25 April (ANZAC Day)

(g) Queen’s Birthday

(h) Labour Day

(i) Melbourne Cup Day

(j) 25 December (Christmas Day)

(k) 26 December (Boxing Day)

33.5 Holidays in lieu

(a) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
(b) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.

(c) When New Year's Day or Australia Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on the next Monday.

33.6 Additional Days

Where public holidays are declared or prescribed on days other than those set out above those, those days shall constitute additional public holidays.

33.7 Substitution

An employer and the employees may, by agreement, substitute another day for a public holiday. Where there is no agreement, the employer may substitute another day but not so as to give an employee less time off work than the employee would have had if the employee had received the public holiday.

33.8 Easter Saturday Public Holiday

An employee who ordinarily works Monday to Friday only and who does not work on Easter Saturday shall, notwithstanding anything elsewhere in this clause, be entitled to:

(a) one day’s pay in respect of Easter Saturday; or

(b) where there is mutual consent, within four weeks following the date on which such holiday occurred, the employee may take one day off in lieu; or

(c) have one day added to their annual leave.

33.9 Part Time Employees

If the rosters show that the employee has worked 50% or more on the days on which a particular public holiday falls in the preceding 6 months, the employee shall be entitled to receive the benefit for that public holiday.

33.10 Payment for Working on a Public Holiday

Any employee required to work on a public holiday will be paid double time and a half for all time worked.

32. Personal Leave

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

32.2 Amount of Paid Personal Leave

Paid personal leave will be available to an employee when they are absent because of:

(a) personal illness or injury; or

(b) Personal illness or injury of an immediate family or household member who requires the employee's care and support; or
32.3 Employees shall accrue personal/carer’s leave as follows:

(a) one day will be available for each month of service in the first year of service;

(b) 14 days will be available per annum in the second, third and fourth year of service; and

(c) 21 days will be available per annum in each subsequent year of service.

32.4 An employee’s entitlement accrues progressively during a year of service according to the employee’s ordinary hours of work and unused personal/carer’s leave accumulates from year to year.

32.5 Immediate Family or Household

The term immediate family includes:

(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); and child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee or de facto spouse of the employee.

32.6 Employee must give notice;

An Employee shall, at least two hours before his or her time rostered to commence duty on the first day of absence, or otherwise as soon as reasonably practicable, inform the Manager or his/her nominee by telephone of his or her inability to attend for duty because of a personal illness or injury and the estimated duration of the absence. Employees rostered for duty prior to 10.00 a.m. on the first day of such absence shall not be required to give such notice before 8.00 a.m.

32.7 Evidence Supporting Claim

32.8 Such illness or injury and the relevant duration is certified by a registered health practitioner or, is evidenced by the production of a statutory declaration on no more than 3 days, signed by the Employee. Such certificate or statutory declaration is tendered to the Employer within 48 hours of the commencement of such absence or as soon as is otherwise reasonably practicable. When taking leave to care for members of their immediate family or household who are ill or injured and require care and support, the employee shall, if required by the employer, establish by production of a medical
32.9 When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

32.10 An employee must not take leave to care for an immediate family or household member under this clause where another person has taken leave to care for the same person.

32.11 Unpaid Personal/ Carer’s Leave

Where an employee has exhausted all paid personal leave entitlements, he/she is entitled to take unpaid carer’s leave. The employer and the employee will agree on the period. In the absence of agreement the employee is entitled to take up to two (2) days' unpaid carer’s leave per occasion.

32.12 Casual Employees – Caring Responsibilities

Casual employees are entitled to be unavailable to attend work or to leave work:

(a) if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or

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

(c) The employer and the employee will agree on the period for which the employee will be entitled to be unavailable to attend work. In the absence of agreement, the employee is entitled to not be unavailable to attend work for up to two (2) days per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

(d) The employer will require the casual employee to provide satisfactory evidence to support the taking of this leave.

32.13 Compassionate Leave

Employees are entitled to 2 days compassionate leave on each occasion when a member of the employee's immediate family or a member of the employee's household:

(a) contracts or develops a personal illness that poses a serious threat to his or her life;

(b) sustains a personal injury that poses a serious threat to his/her life; or
32.14 Any unused portion of compassionate leave will not accrue from year to year and will not be paid out on termination.

32.15 Such leave does not have to be taken consecutively.

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

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

33. Community Service Leave

33.1 An employee who is engaged in an eligible community service activity is entitled to be absent from work for the period of time that they are engaged in the activity, reasonable travelling time associated with the activity and rest time following the activity, provided that the employee’s absence (unless the activity is jury service) is reasonable in all the circumstances.

33.2 An eligible community service activity includes:

(a) jury service required by or under law; or

(b) voluntary emergency management activity; or

(c) an activity prescribed by regulations as an eligible community service activity for the purposes of the Fair Work Act 2009.

33.3 Employees seeking to take Community Service Leave must provide notice to the employer as soon as practicable (which may be after the absence has started) and must advise the employer of the period, or expected period, of the absence.

33.4 If requested, the employee shall be required to produce evidence of their engagement in eligible community service activity, to the satisfaction of the employer.

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

33.6 The absences prescribed in this clause shall be unpaid, except for Jury Service for full time and part time employees, as set out below. A part time or full time employee must pay any amount received for jury service for the first 10 days to the Employer.

33.7 An employee required to attend for Jury Service during his or her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his or her attendance for such Jury Service and the amount of wage pursuant to clause 17 – Rates of pay that the employee would have received in respect of ordinary time he or she would have worked had he or she not been on Jury Service.
33.8 An employee shall notify his or her employer as soon as possible of the date upon which he or she is required to attend for Jury Service. Further, the employee shall give the employer proof of attendance, the duration of such attendance and the amount received in respect of such Jury Service.

34. Ceremonial Leave

34.1 An employee who is legitimately required by Aboriginal tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year, with the approval of the employer.

35. Blood donors leave

35.1 The employer will release staff upon request to donate blood where a collection unit is on site or by prior arrangement with the manager of the department. Such leave is to be paid.

36. Pre-natal Leave

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

37. Parental Leave

37.1 Subject to the terms of this clause employees are entitled to paid and unpaid maternity, paternity/partner and adoption leave and to work part-time in connection with the birth or adoption of a child.

37.2 The provisions of this clause apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees.

37.3 An eligible casual employee means a casual employee:

(a) employed by an employer on a regular and systematic basis for a sequence of periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and

(b) who has a reasonable expectation of ongoing employment, but for the pregnancy or the decision to adopt.

37.4 For the purposes of this clause, continuous service is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).

37.5 An employer must not fail to re-engage a casual employee because:

(a) the employee or employee’s spouse is pregnant; or

(b) the employee is or has been immediately absent on parental leave.
37.6 The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

37.7 Definitions

(a) For the purpose of this clause **child** means a child of the employee under school age except for adoption of an eligible child where ‘eligible child’ means a person under the age of 16 years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

(b) For the purposes of this clause, spouse includes a de facto spouse, former spouse or former de facto spouse. The employee’s “de facto spouse” means a person who lives with the employee as husband, wife or same sex partner on a bona fide domestic basis, although not legally married to the employee.

37.8 Basic Entitlement

(a) Employees who have or will have completed at least twelve months continuous service are entitled, subject to any extended leave granted under the NES, to a total of 52 weeks paid and unpaid parental leave on a shared basis in relation to the birth or adoption of their child, which must be taken by an employee in a single continuous period.

(b) An employee who does not satisfy the qualifying service requirement for the paid components of leave, or an employee who is an eligible casual employee, shall be entitled to leave without pay for a period not exceeding 52 weeks.

(c) From the date the Agreement is approved by employees, eligible employees shall be entitled to paid parental leave, inclusive of the entitlement to leave under this clause as follows:

- Paid maternity of 10 weeks; and
- paid paternity leave of 1 week.

37.9 Half Pay Provision

(a) An employee who is entitled to paid maternity leave or adoption (primary caregiver) leave shall be entitled to take that leave at half pay for twice the period, provided that the combined total period of parental leave does not exceed the amounts set out in clauses 39.8(a) and 39.8(b) above.

37.10 Employee Couple – Concurrent Leave

(a) In the case of Employee couples, parental leave is to be available to only one parent at a time in a single unbroken period. However, both parents may simultaneously take up to three weeks’ leave (including any paid leave), in accordance with the Fair Work Act.
(b) Notwithstanding clause 39.10 above, an employee entitled to parental leave pursuant to this clause may request that the employer allow them to extend the period of concurrent paid and unpaid parental leave up to a maximum 8 weeks.

(c) The employer shall consider a request made under clause 39.10(b) having regard to an employee’s circumstances and, provided the request is genuinely based on the employee’s parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer’s business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(d) The employee’s request and the employer’s decision made under this sub clause be recorded in writing.

37.11 Maternity Leave

(a) Subject to clause 39.11(c) and unless agreed otherwise between the Employer and employee, an employee may begin maternity leave at any time within 6 weeks immediately prior to the expected date of birth. Otherwise, the period of parental leave must start on the date of birth, or placement of the child, as relevant, except where taken by spouses or de facto partners in accordance with the Fair Work Act.

(b) Where an employee continues to work within the six week period immediately prior to the expected date of birth of the child or is on paid leave an employer may require the employee to provide a medical certificate containing the following statement (as applicable):

(i) A statement of whether the employee is fit for work;

(ii) If the employee is fit for work – a statement of whether it is inadvisable for the employee to continue in her present position during a stated period because of:

- Illness or risks, arising out of the employee’s pregnancy; or
- Hazards connected with the position.

(c) The employer may require the employee to take a period of unpaid parental leave as soon as practicable if:

(i) The employee does not give the employer the certificate requested under clause 39.11(b) within 7 days after the request; or

(ii) Within 7 days after the request, the employee gives the employer a medical certificate stating that the employee is not fit for work; or

(iii) The following sub-clauses are satisfied:

- Within 7 days after the request, the employee gives the employer a medical certificate stating that the employee is fit for work, but that it is inadvisable for the employee to continue in her present position for a stated period for a reason referred to in clause 39.11(b); and
(d) The period of leave under clause 39.11(c) must not end later than the earlier of the following:

(i) The end of the pregnancy;
(ii) If the employee has given the employer notice of taking a period of leave connected with the birth of the child (whether it is unpaid parental leave or some kind of other leave) – the start date of that leave.

(e) The period of leave under clause 39.11(c):

(i) Is an exception to the rule that the employee must take her unpaid parental leave in a single continuous period;
(ii) Is an exception to the rules about when the employee’s period of unpaid parental leave must start.

(f) The employee is not required to comply with the evidentiary requirements in clause 39.11 in relation to the period of leave under clause 39.11(c).

(g) Where leave is granted under clause 39.11(c) during the period of leave, an employee may return to work at any time as agreed between the employer and the employee, provided that time does not exceed four weeks from the recommencement date desired by the employee.

37.12 Personal Illness Leave and Special Maternity Leave

(a) Where the pregnancy of an employee, not then on maternity leave, terminates other than by the birth of a living child, the employee must as soon as practicable give notice to the employer of the taking of leave advising the employer of the period, or expected period, of the leave (the employer may require the employee to provide evidence that would satisfy a reasonable person that the leave is taken for a reason below, including without limitation a medical certificate, as a precondition to taking the leave) in accordance with the following:

(i) where the pregnancy terminates during the first 20 weeks, during the notified period/s the employee is entitled to access any paid and/or unpaid personal illness leave entitlements in accordance with the relevant personal leave provisions and any unpaid special maternity leave that may apply under the *Fair Work Act* 2009;

(ii) where the pregnancy terminates after the completion of 20 weeks, during the notified period/s the employee is entitled to paid special maternity leave not exceeding the amount of paid maternity leave available under clause 39.8, and thereafter, to unpaid special maternity leave in accordance with the *Fair Work Act* 2009.

(b) Where an employee not then on maternity leave is suffering from a pregnancy related illness she may take any paid personal illness leave to which she is entitled and/or unpaid personal illness leave in accordance with the relevant personal illness leave provisions under this Agreement or the *Fair Work Act* 2009 (including in relation to unpaid special maternity leave).

37.13 Notice and Evidentiary Requirements
An employee must provide notice to the employer in advance of the expected date of confinement of parental leave as follows:

(i) The employee must give written notice of the taking of parental leave (including the intended start and end dates of the leave) at least 10 weeks before commencing leave.

(ii) Where this is not practicable (for example, if such failure results from confinement occurring earlier than the expected date, or from a requirement of an adoption agency to accept earlier or later placement of a child), the Employee will provide such notice as soon as reasonably practicable.

(iii) At least four weeks before the intended start date, as notified under clause 39.13(a), the Employee must in writing confirm the intended start and end dates of the leave, or advise the Employer of any changes to these dates, unless it is not practicable to do so.

(b) In the case of maternity or paternity leave, the Employer may require the Employee to provide such evidence as would satisfy a reasonable person of the date of birth, including without limitation, a medical certificate stating the date of birth or expected date of birth of the child.

(c) In the case of adoption leave the Employer may require the Employee to provide such evidence as would satisfy a reasonable person of the day of placement or expected day of placement of the child; and that the child is or will be under 16 as at the day of placement or expected day of placement.

(d) When the Employee gives notice under this clause the Employee must also provide a statutory declaration stating particulars of any period of partner leave sought or taken by the Employee’s spouse and that for the period of parental leave the Employee will not engage in any conduct inconsistent with his or her contract of employment.

(e) An Employee is not entitled to take paid parental leave unless he or she had complied with clause 39.13(a) to 39.13(c) as relevant.

(f) An Employee is not entitled to take unpaid parental leave unless he or she had complied with clause 39.13(a) to 39.13(c) as relevant.

37.14 Unpaid Pre-adoption Leave

(a) An Employee seeking to adopt a child is, on the production of satisfactory evidence (if required), entitled to unpaid leave for the purpose of attending any interviews or examinations necessary to the adoption procedure. The Employee and the Employer should agree on the length of the unpaid leave.

(b) Where agreement cannot be reached the Employee is entitled to take up to two days unpaid leave. Where paid leave is available the Employer may require the Employee to take such leave instead.

37.15 Right to Request
An employee entitled to parental leave pursuant to the provisions of clause 39.8 may request the employer to allow the employee:

(i) to extend the period of simultaneous unpaid parental leave provided for in clause 39.10 up to a maximum of eight weeks;

(ii) to extend the period of unpaid parental leave provided for in clause 39.8 by a further continuous period of leave not exceeding 12 months;

(iii) to return from a period of parental leave on a part-time basis until the child reaches school age; in order to assist the employee in reconciling work and parental responsibilities.

The employer shall consider the request having regard to the employee’s circumstances and provided the request is genuinely based on the employee’s parental responsibilities may only refuse the request on reasonable grounds related to the effect on the workplace or the employer’s business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

### 37.16 Employee’s Request and Employer’s Decision to be in Writing

(a) The employee’s request and the employer’s decision made under clause 39.15 must be in writing. The employer’s response, including details of the reasons for any refusal, must be given as soon as practicable and no later than 21 days after the request is made.

### 37.17 Request to Return to Work Part-time

(a) A request under clause 39.15 must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

### 37.18 Variation of Period of Parental Leave

(a) Unless agreed otherwise between the employer and employee, where an employee takes leave under clauses 39.8 for less than the available period, an employee may apply to their employer to change the period of parental leave, within the available period, on one occasion

(b) Any such change must be notified in writing at least two weeks prior to the start of the changed arrangements. The notice must specify the new end date of the parental leave.

### 37.19 Parental Leave and Other Entitlements

(a) An employee may in lieu of or in conjunction with parental leave access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 39.15 and in accordance with the NES.
Where a public holiday occurs during a period of paid parental leave the public holiday is not to be regarded as part of the paid parental leave and the employer will grant the employee a day off in lieu to be taken by the employee immediately following the period of paid parental leave.

37.20 Transfer to a Safe Job

(a) Where an employee is pregnant and provides evidence that would satisfy a reasonable person (including, without limitation, a medical certificate) that she is fit for work but it is inadvisable for her to continue in her present position during a stated period (the risk period) because of illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee, the employer will transfer the employee to an appropriate safe job (as defined by the Fair Work Act), provided one exists, with no other change to the employee’s terms and conditions of employment (by reference to the hours actually worked) during the risk period.

(b) Where no appropriate safe job exists, the employee may take paid no safe job leave, at the employee’s base rate for ordinary hours of work for the risk period.

(i) If the employee’s pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.

(ii) If an employee is on paid no safe job leave during the six week period before the expected date of birth of the child, and the Employee has failed to comply with a request by the employer for a medical certificate stating whether the employee is fit for work, the employer may require the employee to take unpaid leave, in accordance with the Fair Work Act.

(c) The entitlement to no safe job leave is in addition to any other leave entitlement the employee has.

(d) The provisions of clauses 39.11(d), (e) and (f) of this Agreement apply to the period of leave.

37.21 Returning to Work after a Period of Parental Leave

(a) An employee will notify their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

(b) Subject to clause 39.21(c) below, an employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 39.20 the employee will be entitled to return to the position they held immediately before such transfer.

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

37.22 Replacement Employees
A replacement employee is an employee specifically engaged or temporarily promoted or transferred as a result of an employee proceeding on parental leave.

Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

37.23 Consultation and Communication during Parental Leave

(i) Where an employee is on parental leave and a definite decision has been made that will have a significant effect on the status, pay or location of the employee’s pre-parental leave position, the employer shall take reasonable steps to give the employee information about, and an opportunity to discuss, the effect of the decision on that position.

(b) The employee shall take reasonable steps to inform the Employer about any significant matter that will affect the employee’s decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

(c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer’s capacity to comply with clause 39.23(i).

37.24 Post-natal Facilities

(a) Each employer is to provide private and comfortable areas at each campus for employees who are breastfeeding to enable them to express or feed children while at work.

38. Study Leave

38.1 Full time employees will be entitled to up to 2 days paid study leave per annum for purposes of attending courses and/or undertaking or preparing for examinations in a relevant course to employment at the hospital conducted by a recognised institution.

38.2 Study leave is available pro rata for part time staff who works more than four shifts per fortnight.

38.3 Study leave is not cumulative.

39. Long Service Leave

39.1 An employee shall be entitled to long service leave with pay, in respect of continuous service with one and the same employer in accordance with the provisions of this clause.

39.2 An employee shall have the following entitlement to long service leave:
(a) On the completion by the employee of fifteen years continuous service – six months long service leave and thereafter an additional two months long service leave on the completion of each additional five years service.

(b) In addition, in the case of an employee who has completed more than fifteen years service and whose employment is terminated otherwise than by the death of the employee, an amount of long service leave equal to 1/30th of the period of their service since the last accrual of entitlement to long service leave under 41.1(a).

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

(d) For the purpose of determining the entitlement of any employee under any provisions of this clause in respect of a period of employment beginning before 31 December 1964 and ending after the said date, so much of that service as was completed before the said date shall be reduced by one quarter.

39.3 Service shall be deemed to be continuous notwithstanding:

(a) the taking of any annual leave or long service leave;

(b) any absence from work of not more than fourteen days in any one year on account of illness or injury or if applicable such longer period as provided in this agreement.

(c) any absence on account of injury arising out of or in the course of the employment of the employee for a period during which payment is made under Accident pay.

(d) any leave of absence of the employee where the absence is authorised in advance in writing by the employer to be counted as service;

(e) any interruption arising directly or indirectly from an industrial dispute;

(f) the dismissal of an employee, but only if the employee is re-employed within a period not exceeding two months after the dismissal;

(g) any absence from work of an employee from work for a period not exceeding twelve months or longer as agreed in respect of any pregnancy or adoption;

39.4 The employer shall keep or cause to be kept a long service record for each employee, containing particulars of service, leave taken and payments made.

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

39.6 Payment to an employee in respect of long service leave shall be made in one of the following ways:

(a) in full in advance when the employee commences his or her leave; or
(b) at the same time as payment would have been made if the employee had remained on duty; in which case payment shall, if the employee in writing so requires, be made by cheque posted to a specified address;

(c) or in any other way agreed between the employer and the employee.

39.7 Where the employment of an employee is for any reason terminated before the employee takes any long service leave to which he or she is entitled or where any long service leave accrues to an employee pursuant to 41.2 hereof the employee shall subject to the provisions of 41.3 be entitled to pay in respect of such leave as at the date of termination of employment.

Where any long service leave accrues to an employee pursuant 41.2 hereof the employee shall be entitled to pay in respect of such leave as at the date of termination of employment.

39.8 Where an increase occurs in the ordinary time rate of pay during any period of long service leave taken by the employee, the employee shall be entitled to receive payment of the amount of any increase in pay at the completion of such leave.

39.9 Taking of Leave

When an employee becomes entitled to long service leave such leave shall be granted by the employer within six months from the date of the entitlement, but the taking of such leave may be postponed to such a date as is mutually agreed.

Any long service leave shall be inclusive of any public holiday or accrued day off occurring during the period when leave is taken.

39.10 If the employer and an employee so agree

(a) the first six months long service leave to which an employee becomes entitled under this award may be taken in two or three separate periods; or

(b) take a period of leave equal to double the period of leave accrued at half the ordinary rate of pay for the period of approved leave; or

(c) take a period of leave equal to half of the leave accrued at double the ordinary rate of pay for the period of approved leave.

39.11 Leave Allowed before Due Date

An employer may by agreement with an employee grant long service leave to the employee before the entitlement to that leave has accrued, provided that such leave shall not be granted before the employee has completed ten years service.

Where the employee of an employer who has taken long service leave in advance is subsequently terminated for serious and wilful misconduct before entitlement to long service leave has accrued, the employer may, from whatever remuneration is payable to the worker upon termination, deduct and withhold an amount equivalent to the amount paid to the employee in respect of the leave in advance.

Definitions

(a) "Pay" means remuneration for an employee's normal weekly hours of work calculated at the employee's ordinary time rate of pay. and shall include the
amount of any increase to the employee's ordinary time rate of pay which occurred during the period of leave.
<table>
<thead>
<tr>
<th>Classification</th>
<th>Wage rate at time of lodgement of agreement</th>
<th>Wage rate FFPP* on or after 01/07/11</th>
<th>Wage rate FFPP* on or after 01/01/13</th>
<th>Wage rate FFPP* on or after 01/01/14</th>
</tr>
</thead>
<tbody>
<tr>
<td>Skill Group 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st Year of Service</td>
<td>17.0316</td>
<td>17.4574</td>
<td>17.8938</td>
<td>18.3412</td>
</tr>
<tr>
<td>2nd Year of Service</td>
<td>17.1494</td>
<td>17.5781</td>
<td>18.0176</td>
<td>18.4680</td>
</tr>
<tr>
<td>3rd Year of Service</td>
<td>17.2715</td>
<td>17.7033</td>
<td>18.1459</td>
<td>18.5995</td>
</tr>
<tr>
<td>4th Year of Service</td>
<td>17.3838</td>
<td>17.8184</td>
<td>18.2639</td>
<td>18.7205</td>
</tr>
<tr>
<td>5th Year of Service</td>
<td>17.5002</td>
<td>17.9377</td>
<td>18.3861</td>
<td>18.8458</td>
</tr>
<tr>
<td>Skill Group 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st Year of Service</td>
<td>17.6938</td>
<td>18.1361</td>
<td>18.5895</td>
<td>19.0543</td>
</tr>
<tr>
<td>2nd Year of Service</td>
<td>17.8116</td>
<td>18.2569</td>
<td>18.7133</td>
<td>19.1111</td>
</tr>
<tr>
<td>3rd Year of Service</td>
<td>17.9350</td>
<td>18.3834</td>
<td>18.8430</td>
<td>19.3140</td>
</tr>
<tr>
<td>4th Year of Service</td>
<td>18.0487</td>
<td>18.4999</td>
<td>18.9624</td>
<td>19.4365</td>
</tr>
<tr>
<td>5th Year of Service</td>
<td>18.1608</td>
<td>18.6148</td>
<td>19.0802</td>
<td>19.5572</td>
</tr>
<tr>
<td>Skill Group 3</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st Year of Service</td>
<td>18.1355</td>
<td>18.5889</td>
<td>19.0536</td>
<td>19.5299</td>
</tr>
<tr>
<td>2nd Year of Service</td>
<td>18.2506</td>
<td>18.7069</td>
<td>19.1745</td>
<td>19.6539</td>
</tr>
<tr>
<td>3rd Year of Service</td>
<td>18.3740</td>
<td>18.8334</td>
<td>19.3042</td>
<td>19.7668</td>
</tr>
<tr>
<td>4th Year of Service</td>
<td>18.4877</td>
<td>18.9499</td>
<td>19.4236</td>
<td>19.9092</td>
</tr>
<tr>
<td>5th Year of Service</td>
<td>18.5999</td>
<td>19.0649</td>
<td>19.5415</td>
<td>20.0301</td>
</tr>
<tr>
<td>Skill Group 4</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st Year of Service</td>
<td>18.3544</td>
<td>18.8133</td>
<td>19.2836</td>
<td>19.7657</td>
</tr>
<tr>
<td>2nd Year of Service</td>
<td>18.4722</td>
<td>18.9340</td>
<td>19.4074</td>
<td>19.8925</td>
</tr>
<tr>
<td>3rd Year of Service</td>
<td>18.5943</td>
<td>19.0592</td>
<td>19.5356</td>
<td>20.0243</td>
</tr>
<tr>
<td>4th Year of Service</td>
<td>18.7065</td>
<td>19.1742</td>
<td>19.6535</td>
<td>20.1449</td>
</tr>
<tr>
<td>5th Year of Service</td>
<td>18.8215</td>
<td>19.2920</td>
<td>19.7743</td>
<td>20.2878</td>
</tr>
<tr>
<td>Skill Group 5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st Year of Service</td>
<td>18.7906</td>
<td>19.2604</td>
<td>19.7419</td>
<td>20.2354</td>
</tr>
<tr>
<td>2nd Year of Service</td>
<td>18.9070</td>
<td>19.3797</td>
<td>19.8642</td>
<td>20.3608</td>
</tr>
<tr>
<td>3rd Year of Service</td>
<td>19.0305</td>
<td>19.5063</td>
<td>19.9939</td>
<td>20.4938</td>
</tr>
<tr>
<td>4th Year of Service</td>
<td>19.1455</td>
<td>19.6241</td>
<td>20.1147</td>
<td>20.6176</td>
</tr>
<tr>
<td>5th Year of Service</td>
<td>19.2578</td>
<td>19.7392</td>
<td>20.2327</td>
<td>20.7365</td>
</tr>
<tr>
<td>Skill Group 6</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st Year of Service</td>
<td>19.0136</td>
<td>19.4889</td>
<td>19.9762</td>
<td>20.4756</td>
</tr>
<tr>
<td>2nd Year of Service</td>
<td>19.1316</td>
<td>19.6099</td>
<td>20.1001</td>
<td>20.6026</td>
</tr>
<tr>
<td>3rd Year of Service</td>
<td>19.2549</td>
<td>19.7363</td>
<td>20.2297</td>
<td>20.7354</td>
</tr>
<tr>
<td>4th Year of Service</td>
<td>19.3672</td>
<td>19.8514</td>
<td>20.3477</td>
<td>20.8564</td>
</tr>
<tr>
<td>5th Year of Service</td>
<td>19.4822</td>
<td>19.9693</td>
<td>20.4685</td>
<td>20.9802</td>
</tr>
<tr>
<td>Skill Group 7</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st Year of Service</td>
<td>19.4976</td>
<td>19.9850</td>
<td>20.4847</td>
<td>20.9968</td>
</tr>
<tr>
<td>2nd Year of Service</td>
<td>19.6140</td>
<td>20.1044</td>
<td>20.6070</td>
<td>21.1221</td>
</tr>
<tr>
<td>3rd Year of Service</td>
<td>19.7375</td>
<td>20.2309</td>
<td>20.7367</td>
<td>21.2551</td>
</tr>
<tr>
<td>4th Year of Service</td>
<td>19.8511</td>
<td>20.3474</td>
<td>20.8561</td>
<td>21.3775</td>
</tr>
<tr>
<td>5th Year of Service</td>
<td>19.9647</td>
<td>20.4638</td>
<td>20.9754</td>
<td>21.4988</td>
</tr>
<tr>
<td>Skill Group 8</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st Year of Service</td>
<td>19.9016</td>
<td>20.3991</td>
<td>20.9091</td>
<td>21.4318</td>
</tr>
<tr>
<td>2nd Year of Service</td>
<td>20.0194</td>
<td>20.5199</td>
<td>21.0329</td>
<td>21.5587</td>
</tr>
<tr>
<td>3rd Year of Service</td>
<td>20.1414</td>
<td>20.6449</td>
<td>21.1611</td>
<td>21.6904</td>
</tr>
<tr>
<td>4th Year of Service</td>
<td>20.2551</td>
<td>20.7615</td>
<td>21.2805</td>
<td>21.8125</td>
</tr>
<tr>
<td>5th Year of Service</td>
<td>20.3701</td>
<td>20.8794</td>
<td>21.4013</td>
<td>21.9364</td>
</tr>
<tr>
<td>Skill Group 9</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st Year of Service</td>
<td>20.4346</td>
<td>20.9455</td>
<td>21.4691</td>
<td>22.0568</td>
</tr>
<tr>
<td>2nd Year of Service</td>
<td>20.5524</td>
<td>21.0662</td>
<td>21.5929</td>
<td>22.1327</td>
</tr>
<tr>
<td>3rd Year of Service</td>
<td>20.6758</td>
<td>21.1927</td>
<td>21.7225</td>
<td>22.2656</td>
</tr>
<tr>
<td>4th Year of Service</td>
<td>20.7955</td>
<td>21.3092</td>
<td>21.8420</td>
<td>22.3880</td>
</tr>
<tr>
<td>5th Year of Service</td>
<td>20.9117</td>
<td>21.4242</td>
<td>21.9586</td>
<td>22.5068</td>
</tr>
<tr>
<td>Skill Group 10</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st Year of Service</td>
<td>21.6676</td>
<td>22.2093</td>
<td>22.7645</td>
<td>23.3338</td>
</tr>
<tr>
<td>2nd Year of Service</td>
<td>21.7826</td>
<td>22.3272</td>
<td>22.8853</td>
<td>23.4575</td>
</tr>
<tr>
<td>3rd Year of Service</td>
<td>21.9075</td>
<td>22.4552</td>
<td>23.0166</td>
<td>23.5520</td>
</tr>
<tr>
<td>4th Year of Service</td>
<td>22.0197</td>
<td>22.5702</td>
<td>23.1344</td>
<td>23.7128</td>
</tr>
<tr>
<td>5th Year of Service</td>
<td>22.1347</td>
<td>22.6881</td>
<td>23.2553</td>
<td>23.8367</td>
</tr>
<tr>
<td>Skill Group 11</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st Year of Service</td>
<td>22.7729</td>
<td>23.3422</td>
<td>23.9258</td>
<td>24.5239</td>
</tr>
<tr>
<td>2nd Year of Service</td>
<td>22.8879</td>
<td>23.4601</td>
<td>24.0466</td>
<td>24.6478</td>
</tr>
<tr>
<td>3rd Year of Service</td>
<td>23.0114</td>
<td>23.5867</td>
<td>24.1764</td>
<td>24.7808</td>
</tr>
<tr>
<td>4th Year of Service</td>
<td>23.1250</td>
<td>23.7031</td>
<td>24.2967</td>
<td>24.9031</td>
</tr>
<tr>
<td>5th Year of Service</td>
<td>23.2414</td>
<td>23.8224</td>
<td>24.4180</td>
<td>25.0284</td>
</tr>
<tr>
<td>Classification</td>
<td>Wage rate at time of lodgement of agreement</td>
<td>Wage rate FFPP* on or after 01/07/11</td>
<td>Wage rate FFPP* on or after 01/01/13</td>
<td>Wage rate FFPP* on or after 01/01/14</td>
</tr>
<tr>
<td>----------------------------------------</td>
<td>---------------------------------------------</td>
<td>---------------------------------------</td>
<td>---------------------------------------</td>
<td>---------------------------------------</td>
</tr>
<tr>
<td></td>
<td>Ex-Affinity Hosp $ Per hour</td>
<td>Ex-Affinity Hosp $ Per hour</td>
<td>Ex-Affinity Hosp $ Per hour</td>
<td>Ex-Affinity Hosp $ Per hour</td>
</tr>
<tr>
<td><strong>Skill Group 1</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st Year of Service</td>
<td>16.5351</td>
<td>17.2048</td>
<td>17.8938</td>
<td>18.3412</td>
</tr>
<tr>
<td>2nd Year of Service</td>
<td>16.6501</td>
<td>17.3244</td>
<td>18.0176</td>
<td>18.4680</td>
</tr>
<tr>
<td>3rd Year of Service</td>
<td>16.7679</td>
<td>17.4470</td>
<td>18.1609</td>
<td>18.5955</td>
</tr>
<tr>
<td>4th Year of Service</td>
<td>16.8774</td>
<td>17.5609</td>
<td>18.2639</td>
<td>18.7205</td>
</tr>
<tr>
<td>5th Year of Service</td>
<td>16.9910</td>
<td>17.6791</td>
<td>18.3861</td>
<td>18.8458</td>
</tr>
<tr>
<td><strong>Skill Group 2</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st Year of Service</td>
<td>17.1790</td>
<td>17.8747</td>
<td>18.5895</td>
<td>19.0543</td>
</tr>
<tr>
<td>2nd Year of Service</td>
<td>17.2926</td>
<td>17.9930</td>
<td>18.7133</td>
<td>19.1811</td>
</tr>
<tr>
<td>3rd Year of Service</td>
<td>17.4132</td>
<td>18.1184</td>
<td>18.8430</td>
<td>19.3140</td>
</tr>
<tr>
<td>4th Year of Service</td>
<td>17.5226</td>
<td>18.2323</td>
<td>18.9624</td>
<td>19.4365</td>
</tr>
<tr>
<td>5th Year of Service</td>
<td>17.6320</td>
<td>18.3461</td>
<td>19.0802</td>
<td>19.5572</td>
</tr>
<tr>
<td><strong>Skill Group 3</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st Year of Service</td>
<td>17.6068</td>
<td>18.3199</td>
<td>19.0536</td>
<td>19.5299</td>
</tr>
<tr>
<td>2nd Year of Service</td>
<td>17.7190</td>
<td>18.4366</td>
<td>19.1745</td>
<td>19.6539</td>
</tr>
<tr>
<td>3rd Year of Service</td>
<td>17.8382</td>
<td>18.5606</td>
<td>19.3042</td>
<td>19.7868</td>
</tr>
<tr>
<td>4th Year of Service</td>
<td>17.9490</td>
<td>18.6759</td>
<td>19.4236</td>
<td>19.9092</td>
</tr>
<tr>
<td>5th Year of Service</td>
<td>18.0585</td>
<td>18.7899</td>
<td>19.5415</td>
<td>20.0301</td>
</tr>
<tr>
<td><strong>Skill Group 4</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st Year of Service</td>
<td>17.8199</td>
<td>18.5416</td>
<td>19.2836</td>
<td>19.7657</td>
</tr>
<tr>
<td>2nd Year of Service</td>
<td>17.9336</td>
<td>18.6599</td>
<td>19.4074</td>
<td>19.8925</td>
</tr>
<tr>
<td>3rd Year of Service</td>
<td>18.0528</td>
<td>18.7839</td>
<td>19.5366</td>
<td>20.0240</td>
</tr>
<tr>
<td>4th Year of Service</td>
<td>18.1622</td>
<td>18.8978</td>
<td>19.6535</td>
<td>20.1449</td>
</tr>
<tr>
<td>5th Year of Service</td>
<td>18.2731</td>
<td>19.0132</td>
<td>19.7743</td>
<td>20.2687</td>
</tr>
<tr>
<td><strong>Skill Group 5</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st Year of Service</td>
<td>18.2436</td>
<td>18.9825</td>
<td>19.7419</td>
<td>20.2354</td>
</tr>
<tr>
<td>Classification</td>
<td>Wage rate at time of lodgement of agreement</td>
<td>Wage rate FFPP* on or after 01/07/11</td>
<td>Wage rate FFPP* on or after 01/01/13</td>
<td>Wage rate FFPP* on or after 01/01/14</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>---------------------------------------------</td>
<td>---------------------------------------</td>
<td>--------------------------------------</td>
<td>--------------------------------------</td>
</tr>
<tr>
<td></td>
<td>HSP Hosp</td>
<td>Per hour</td>
<td>HSP Hosp</td>
<td>Per hour</td>
</tr>
<tr>
<td>Theatre Technician Grade 1</td>
<td>18.3132</td>
<td>18.7710</td>
<td>19.2403</td>
<td>19.7213</td>
</tr>
<tr>
<td>Theatre Technician Grade 2</td>
<td>21.1173</td>
<td>21.6452</td>
<td>22.1864</td>
<td>22.7410</td>
</tr>
<tr>
<td>Theatre Technician Grade 3</td>
<td>22.3455</td>
<td>22.9041</td>
<td>23.4767</td>
<td>24.0637</td>
</tr>
<tr>
<td>Theatre Technician Grade 4</td>
<td>24.4186</td>
<td>25.0291</td>
<td>25.6548</td>
<td>26.2962</td>
</tr>
<tr>
<td>Anaesthetist Technician Grade 1</td>
<td>21.1173</td>
<td>21.6452</td>
<td>22.1864</td>
<td>22.7410</td>
</tr>
<tr>
<td>Anaesthetist Technician Grade 2</td>
<td>22.5438</td>
<td>23.1074</td>
<td>23.6851</td>
<td>24.2772</td>
</tr>
<tr>
<td>Anaesthetist Technician Grade 4</td>
<td>25.6114</td>
<td>26.2517</td>
<td>26.9080</td>
<td>27.5807</td>
</tr>
<tr>
<td>Allied Health Assistant Grade 1</td>
<td>19.4763</td>
<td>19.9632</td>
<td>20.4623</td>
<td>20.9548</td>
</tr>
<tr>
<td>Allied Health Assistant Grade 2</td>
<td>22.4579</td>
<td>23.0193</td>
<td>23.5948</td>
<td>24.1683</td>
</tr>
<tr>
<td>Allied Health Assistant Grade 3</td>
<td>23.7658</td>
<td>24.3599</td>
<td>24.9689</td>
<td>25.5824</td>
</tr>
</tbody>
</table>

*Note: Allied Health Assistant rates brought in from public sector effective FFPP 01.07.2011

<table>
<thead>
<tr>
<th>Classification</th>
<th>Per hour</th>
<th>Per hour</th>
<th>Per hour</th>
<th>Per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Theatre Technician Grade 1</td>
<td>18.3132</td>
<td>18.7710</td>
<td>19.2403</td>
<td>19.7213</td>
</tr>
<tr>
<td>Theatre Technician Grade 2</td>
<td>21.1173</td>
<td>21.6452</td>
<td>22.1864</td>
<td>22.7410</td>
</tr>
<tr>
<td>Theatre Technician Grade 3</td>
<td>22.3455</td>
<td>22.9041</td>
<td>23.4767</td>
<td>24.0637</td>
</tr>
<tr>
<td>Theatre Technician Grade 4</td>
<td>24.4186</td>
<td>25.0291</td>
<td>25.6548</td>
<td>26.2962</td>
</tr>
<tr>
<td>Anaesthetist Technician Grade 1</td>
<td>21.1173</td>
<td>21.6452</td>
<td>22.1864</td>
<td>22.7410</td>
</tr>
<tr>
<td>Anaesthetist Technician Grade 2</td>
<td>22.5438</td>
<td>23.1074</td>
<td>23.6851</td>
<td>24.2772</td>
</tr>
<tr>
<td>Anaesthetist Technician Grade 4</td>
<td>25.6114</td>
<td>26.2517</td>
<td>26.9080</td>
<td>27.5807</td>
</tr>
</tbody>
</table>

Shift Allowance

<table>
<thead>
<tr>
<th>Description</th>
<th>Per hour</th>
<th>Per hour</th>
<th>Per hour</th>
<th>Per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Afternoon Shift</td>
<td>17.35</td>
<td>18.05</td>
<td>18.75</td>
<td>19.22</td>
</tr>
</tbody>
</table>

Night Shift Increase % Only

<table>
<thead>
<tr>
<th>Description</th>
<th>0.00%</th>
<th>0.00%</th>
<th>0.00%</th>
<th>0.00%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Night Shift</td>
<td>47.10</td>
<td>47.10</td>
<td>47.10</td>
<td>47.10</td>
</tr>
</tbody>
</table>

Change of Shift

<table>
<thead>
<tr>
<th>Description</th>
<th>Per hour</th>
<th>Per hour</th>
<th>Per hour</th>
<th>Per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Change of Roster</td>
<td>27.70</td>
<td>28.82</td>
<td>30.05</td>
<td>30.80</td>
</tr>
<tr>
<td>On-call Weekday</td>
<td>17.35</td>
<td>18.05</td>
<td>18.75</td>
<td>19.22</td>
</tr>
</tbody>
</table>

On Call for weekends and public holidays

<table>
<thead>
<tr>
<th>Description</th>
<th>Per hour</th>
<th>Per hour</th>
<th>Per hour</th>
<th>Per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meal Allowance</td>
<td>8.39</td>
<td>8.60</td>
<td>8.81</td>
<td>9.04</td>
</tr>
<tr>
<td>Laundry Allowance (Not Taxed)</td>
<td>0.0395</td>
<td>0.0405</td>
<td>0.0415</td>
<td>0.0425</td>
</tr>
<tr>
<td>Nauseous</td>
<td>0.0330</td>
<td>0.0338</td>
<td>0.0347</td>
<td>0.0355</td>
</tr>
<tr>
<td>Tool Allowance</td>
<td>10.25</td>
<td>10.51</td>
<td>10.77</td>
<td>11.04</td>
</tr>
</tbody>
</table>

Engine capacity <1600cc

<table>
<thead>
<tr>
<th>Description</th>
<th>Per hour</th>
<th>Per hour</th>
<th>Per hour</th>
<th>Per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engine capacity &lt;1600cc</td>
<td>0.063</td>
<td>0.065</td>
<td>0.066</td>
<td>0.068</td>
</tr>
</tbody>
</table>
Engine capacity 1600cc - 2600cc

<table>
<thead>
<tr>
<th>Engine capacity &gt;2600cc</th>
<th>0.074</th>
<th>0.076</th>
<th>0.078</th>
<th>0.080</th>
</tr>
</thead>
<tbody>
<tr>
<td>Occasional Interpreting Allowance - per occasion</td>
<td>0.072</td>
<td>0.074</td>
<td>0.076</td>
<td>0.078</td>
</tr>
<tr>
<td>Occasional Interpreting Allowance - max week</td>
<td>9.49</td>
<td>9.73</td>
<td>9.97</td>
<td>10.22</td>
</tr>
</tbody>
</table>

APPENDIX 3

1. SKILL LEVELS

LEVEL 1

An employee at this level:

* Works within established routines, methods and procedures.

* Has minimal responsibility, accountability or discretion.

* Works under direct or routine supervision, either individually or in a team.

* No previous experience or training is required.

Indicative tasks performed at this level are:

General Services

Cleaning; attending to a lift, car park or incinerator; basic laundry work and the sorting and packing of linen. Assisting a gardener; basic maintenance work; basic sewing; General Orderly/Portage/Courier functions in hospitals or other health services.

Laundryhand
Incinerator Attendant
Carpark Attendant
Sorter/Packer of Linen
Lift Attendant
Hospital Orderly or Cleaner
Seamsperson
Assistant Gardener
Maintenance/Handyperson (Unqualified)
All other employees not elsewhere provided for

Technical, Clinical and Personal Care

The operation of automatic photographic processing machines; the cleaning, washing and preparation of equipment and chemicals within a laboratory and the cleaning and washing of surgical equipment within a Central or Theatre Sterilising Unit. The feeding and basic care of animals within animal houses.

Direct assistance with Technical, Clinical and Personal Care duties under supervision and direction. A Recording Technician operating a ECG/EEG or similar recording equipment. The handling, transporting of client/patients and the preparation of beds. Communication and liaison with clients/patients and directly assisting social work/welfare workers. An Orthotic Technician involved in the manufacture and fitting of orthotic devices in his or her first year of employment as such.
**CSSD Attendant**
**Laboratory Assistant Grade 1**
**Darkroom Processor**
**Animal House Attendant**
**Orthotic Technician 1**
**Nursing Attendant**
**Theatre Attendant**
**Recording Attendant (including EEG & ECG)**
**Social Work/Welfare Aide**

**Food Services**

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

**Food and Domestic Services Assistant**
**Other Cook**

**LEVEL 2**

An employee at this level:

* Works within established routines, methods and procedures.

* Has limited responsibility, accountability or discretion.

* May work under limited supervision, either individually or in a team.

* Possesses communication skills.

* Requires on-the-job training and/or specific skills training or experience.

Indicative tasks performed at this level are:

**General Services**

A window or other specialist cleaner; a laundry worker performing work on his or her own; gardening work requiring no formal qualifications; general housekeeping functions; basic stores work; sewing of a more advanced nature requiring the cutting and fitting of garments.

**Cleaner cleaning windows**
**Housekeeper**
**Storeperson**
**Laundry Operator**
**Gardener (non-trade)**
**Seamsperson who cuts and fits**

**Technical, Clinical and Personal Care**

An unqualified Instrument Technician within a Central or Theatre Sterilising Unit involved in the packaging or sterilisation of medical instruments. Assistant to a Allied Health Assistant (Qualified), therapist or physiotherapist or similar. An Orthotic
Technician involved in the manufacture and fitting of orthotic devices in his or her second year of employment as such.

Instrument Technician Grade 1
Orthotic Technician 2
Allied Health Assistant (Unqualified)

LEVEL 3

An employee at this level:
* Is capable of prioritising work within established routines, methods and procedures.
* Is responsible for work performed with a limited level of accountability or discretion.
* Works under limited supervision, either individually or in a team.
* Possesses sound communication skills.
* Requires specific on-the-job training and/or relevant skills training or experience.

Indicative tasks performed at this level are:

**General Services**

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

Hospital Attendant
Storeperson employed alone
Driver 1.25 tonnes or less

**Food Services**

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

Dietary Supervisor
Cook Employed Alone
Diet Cook
Sweets Cook
Pastry Cook (Other)

**Technical, Clinical and Personal Care**

Skilled work within a laboratory, including the taking of blood samples. An Orthotic Technician involved in the manufacture and fitting of orthotic devices in his or her third year of employment as such. A person employed to provide personal care for aged or disabled persons in the (non public) extended care sector.

Laboratory Assistant Grade 2
Orthotic Technician 3
Personal Care Worker Grade I (Extended Care Sector Only)

LEVEL 4

An employee at this level:
* Is capable of prioritising work within established routines, methods and procedures. (non admin/clerical)

* Is responsible for work performed with a medium level of accountability or discretion. (non admin/clerical)

* Works under limited supervision, either individually or in a team. (non admin/clerical)

* Possesses sound communication and/or arithmetic skills. (non admin/clerical)

* Requires specific on-the-job training and/or relevant skills training or experience. (non admin/clerical)

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

Indicative tasks performed at this level are:

**Technical, Clinical and Personal Care**

Work in all facets of a multi-sectional laboratory, including the taking of blood samples. An employee under general supervision who is involved in the setting up, cleaning of and maintenance of equipment in theatre and the positioning of patients in theatre.

Theatre Technician Grade 1
Laboratory Assistant Grade 3

**Admin/Clerical Services**

Filing, collating, sorting, basic copy typing (non computer), in-house courier work (non-vehicular). A person performing admin/clerical duties under the supervision and direction of a library technician or librarian.

General Clerk
Typist
Library Clerk

**Food Services**

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

Food Monitor

LEVEL 5
An employee at this level:
* Is capable of prioritising work within established policies, guidelines and procedures.

* Is responsible for work performed with a medium level of accountability or discretion.

* Works under limited supervision, either individually or in a team.

* Possesses good communication, interpersonal and/or arithmetic skills.

* Requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience.

Indicative tasks performed at this level are:

**Technical, Clinical and Personal Care**

A qualified Allied Health Assistant or unqualified Trades Instructor involved in the care, instruction or development and rehabilitation of clients.

Allied Health Assistant (Qualified)  
Instructor Trades (Unqualified)

**General Services**

An employee performing dedicated security functions; an employee performing transport related functions, including drivers of intermediate sized vehicles (1.25 tonnes to 3 tonnes); ambulance drivers or assistants without first aid certificates or similar relevant training.

Security Officer Grade 1  
Driver 1.25 tonnes to 3 tonnes  
Other Motor Ambulance Driver or Assistant

**LEVEL 6**

An employee at this level:

* Is capable of prioritising work and exercising discretion within established policies, guidelines and procedures.

* Is responsible for work performed with a medium level of accountability.

* Works under limited supervision, either individually or in a team.

* Requires a basic knowledge of medical terminology and/or a working knowledge of health insurance schemes. (admin/clerical)

* Possesses well developed communication, interpersonal and/or arithmetic skills.
* Requires substantial on-the-job training, may require formal qualifications and/or relevant skills training or experience.

Indicative tasks performed at this level are:

**Technical, Clinical and Personal Care**

**Personal Care Worker Grade 2**

An Orthotic Technician involved in the manufacture and fitting of orthotic devices in his or her fourth year of employment as such; a first aid attendant employed in commercial or industrial undertakings; an Instrument Technician with a minimum of one year's experience employed within a CSSD/TSSU section having successfully completed the CSSD Certificate course conducted by the Mayfield Centre or equivalent; a Pathology Technician (not working solely as such) assisting the Pathologist, including the preparation of equipment and work involved in the post mortem of patients.

Orthotic Technician 4  
Pathology Technician Grade 1  
First Aid Attendant (in commercial or industrial undertakings)  
Instrument Technician Grade 2

**Admin/Clerical Services**

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

Switchboard Operator  
Receptionist  
Ward Clerk  
In/Out Patient Clerk  
Stenographer (Other)  
Casualty Clerk  
Medical Records Clerk  
Audio Typist (Other)  
Business Machine Operator  
Patient Fees Clerk  
Pay Clerk

**General Services**

An employee performing transport related functions, including drivers of non-articulated vehicles over 3 tonnes; ambulance drivers or assistants possessing first aid certificates or similar relevant training.

Driver over 3 tonnes

Motor Ambulance Driver or Assistant who is required to hold a St John First Aid Certificate.
LEVEL 7

An employee at this level:

* Is capable of prioritising work and exercising discretion within established policies, guidelines and procedures.

* Is responsible for work performed with a substantial level of accountability.

* Works either individually or in a team.

* Requires a basic knowledge of medical terminology and/or a working knowledge of health insurance schemes. (admin/clerical)

* May require regular computer related duties, where those duties are an essential part of the function of the position and where the level of skill involved is multi-function administrative or batch processing.

* Possesses well developed communication, interpersonal and/or arithmetic skills.

* Requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

**Technical, Clinical and Personal Care**

A Theatre Technician having successfully completed the Theatre Attendants course conducted by the Mayfield Centre or equivalent qualifications who is required to perform duties under minimum supervision and guidance; an Instrument Technician with a minimum of three years experience employed within a CSSD/TSSU section having successfully completed the CSSD Certificate course conducted by the Mayfield Centre or equivalent and is competent in all facets of a CSSD/TSSU Department or unit and who assists in the supervision and/or training of new staff. A Pathology Collector Grade 1 engaged in collecting pathology specimens.

Theatre Technician Grade 2
Instrument Technician Grade 3
Pathology Collector Grade 1

**Admin/Clerical**

An admin/clerical employee whose duties involve regular computer related duties of a multi-functional or batch processing nature. A person employed within a library who is undertaking studies to qualify as a library technician.

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

Computer Clerk
Library Technician in Training
General Services

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

Maintenance/Handyperson (Trade)
Printer (Trade)
Gardener (Trade)
Storeperson (Advanced)
Driver articulated 12-13 Tonnes
Security Officer Grade 2

Food Services

A Cook or Butcher with relevant qualifications.

Second Cook Grade D
Trade Cook
Butcher
Pastry Cook

LEVEL 8

An employee at this level:

* Is capable of functioning semi autonomously, and prioritising his or her own work within established policies, guidelines and procedures.

* Is responsible for work performed with a substantial level of accountability.

* Works either individually or in a team.

* Requires a comprehensive knowledge of medical terminology and/or a working knowledge of health insurance schemes. (admin/clerical)

* May require basic computer knowledge or be required to use a computer on a regular basis.

* Possesses administrative skills and problem solving abilities.

* Possesses well developed communication, interpersonal and/or arithmetic skills

* Requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

Technical, Clinical and Personal Care
Personal Care Worker Grade 3

A Pharmacy Technician assisting the Pharmacist and requiring a working knowledge of pharmaceutical products. An Orthotic Technician involved in the manufacture and fitting of orthotic devices after his or her fourth year of employment as such.

Orthotic Technician 5
Pharmacy Technician Grade 1

**Admin/Clerical Services**

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

Medical Audio Typist
Secretary
Medical Stenographer
Interpreter (Unqualified)

**Food Services**

A Cook or Chef with relevant qualifications.
Chef Grade D
Second Cook Grade C

**LEVEL 9**

An employee at this level:

* Is capable of functioning with a high level of autonomy, and prioritising his or her own work within established policies, guidelines and procedures.

* Is responsible for work performed with a substantial level of accountability and responsibility.

* Works either individually or in a team.

* May require comprehensive computer knowledge or be required to use a computer on a regular basis.

* Possesses administrative skills and problem solving abilities.

* Possesses well developed communication, interpersonal and/or arithmetic skills.

* May require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

**Technical, Clinical and Personal Care**

Personal Care Worker Grade 2
A qualified Anaesthetic Technician who is responsible for the checking and general maintenance of specialist equipment used by the Anaesthetist. A Pharmacy Technician undertaking work involving a detailed knowledge of pharmaceutical products. A Pathology Technician working solely as such, assisting the Pathologist and required at times to work independently, including the preparation of equipment and work involved in the post mortem of patients. A person employed to provide Personal Care to Aged or disabled persons with appropriate qualifications or experience. A Pathology Collector engaged in collecting pathology specimens, with additional responsibilities, qualifications or experience.

Anaesthetic Technician
Pharmacy Technician Grade 2
Pathology Technician Grade 2
Personal Care Worker Grade 2
Pathology Collector Grade 2

Admin/Clerical Services

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

Computer Clerk (Advanced)
Library Technician
Pay Clerk (Advanced)

General Services

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

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

A Cook or Chef with relevant qualifications.

Second Cook Grade B
Chef Grade C

LEVEL 10

An employee at this level:
* Is capable of functioning autonomously, and prioritising his or her own work within established policies, guidelines and procedures.
* Is responsible for work performed with a substantial level of accountability and responsibility.

* Works either individually or in a team.

* May require comprehensive computer knowledge or be required to use a computer on a regular basis.

* Possesses administrative skills and problem solving abilities.

* Possesses well developed communication, interpersonal and/or arithmetic skills

* Will most likely require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

**Technical, Clinical and Personal Care**

An Instructor Trades in his or her first year of employment.

Instructor Trades (Qualified) Yr. 1

**Food Services**

A Cook or Chef with relevant qualifications.

Chef B
Second Cook A

**LEVEL 11**

An employee at this level:

* Is capable of functioning autonomously, and prioritising his or her own work and the work of others within established policies, guidelines and procedures.

* Is responsible for work performed with a substantial level of accountability and responsibility.

* May supervise the work of others, including work allocation, rostering and guidance.

* Works either individually or in a team.

* May require comprehensive computer knowledge or be required to use a computer on a regular basis.

* Possesses developed administrative skills and problem solving abilities.

* Possesses well developed communication, interpersonal and/or arithmetic skills
May require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

**Admin/Clerical Services**

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

Private Secretary  
Clerical Supervisor  
Interpreter (Qualified)

**General Services**

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

Gardener Superintendent  
General Services Supervisor

**Food Services**

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

Chef Grade A  
Food Services Supervisor

**Technical, Clinical and Personal Care**

Personal Care Worker Grade 4

An Instructor Trades (Qualified) in his or her second year of employment. Personal Care Worker undertaking additional responsibilities and duties. Supervision, work allocation and rostering and/or guidance of staff.

Instructor Trades (Qualified) Yr. 2 and after  
Technical, Therapy and Personal Care Supervisor

**CLASSIFICATION DEFINITIONS**

**2.1 TECHNICAL, CLINICAL AND PERSONAL CARE DEFINITIONS**

**Instructor Trades (Qualified)**

Means a person appointed as such, who has obtained a relevant Trade Certificate and who has had at least three years trade experience, which may include in-house experience, and who under the direction and supervision of the Therapist, assists in arranging and supervising training projects for patients referred to the workshop for therapeutic and/or assessment purposes who instructs patients in the use, care and maintenance of tools and equipment who under direction from a Therapist carries out reports and assessments of patients and who assists the Therapist in the design, adaptation and construction of the
special equipment and aides.

**Instructor Trades (Unqualified)**

Means a person appointed as such, who under the direction and supervision of the Therapist is required to perform work of a general nature and who is responsible for the general tidiness of the workshop and for safe workshop practice with patients and who performs other duties as directed by the Instructor and Therapist.

**Nursing Attendant**

Means a person employed in attending to the comforts and needs of sick, disabled, aged or infirm persons.

**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 award, 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.

**2.2 CLERICAL/ADMINISTRATIVE STREAM DEFINITIONS**

**Clerical Supervisor**

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

**Computer Clerk**

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

**Computer Clerk Advanced**

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

**Interpreter (Unqualified)**

Is a person who is employed to perform interpreting functions and/or assist qualified Interpreters.

**Interpreter (Qualified)**

Is a person who is employed to perform interpreting functions and who has received accreditation from the National Accreditation Authority for Translators and Interpreters.

**Library Clerk**

Is a person appointed as such who in addition to general clerical duties performs specific library related functions and works under the supervision and direction of a Library Technician or Librarian.

**Library Technician**

Is a person appointed as such who has successfully undertaken the Certificate of Applied Social Science (Library Technician) or a course of study which qualifies them for admission to Library Technician membership of the Library Association of Australia.

Such a person will work under the general direction of a senior Library Technician or a Librarian and maintains library systems for the acquisition, accessioning, circulation, selected cataloguing and care of library material and/or under routine direction assists with the provision of reference and information services to library users.

**Library Technician in Training**

Is a person appointed as such who is currently undertaking the Certificate of Applied Social Science (Library Technician), or a course of study which qualifies them for admission to Library Technician membership of the Library Association of Australia.

**Pay Clerk**

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

**Pay Clerk Advanced**

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

**Private Secretary**

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

### 2.3 GENERAL SERVICES STREAM DEFINITIONS

**Gardener Advanced**

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

**Gardener (non-trade)**

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

**Gardener Superintendent**

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

**Gardener Trade**

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

**General Services Supervisor**

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

**Handyperson Advanced**

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

**Handyperson Trade**

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

**Hospital Attendant**

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

**Laundry Operator**

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

**Printer Advanced**

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

**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.

**Security Officer Grade 1**

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

**Security Officer Grade 2**

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

**Window Cleaner**

Means a person cleaning external windows where any part of the window to be cleaned is more than four and a half metres (4.5 metres) from the ground or balcony. Provided that the window is cleaned from the outside of the building.

**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.

### 2.4 FOOD SERVICES STREAM DEFINITIONS

**Chef**

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

**Chef Grade A**

A chef employed in a hospital with more than 300 beds or a kitchen providing more than 2000 meals on a daily average.

**Chef Grade B**

A chef employed in a hospital with 200 or more beds but less than 300 beds or a kitchen providing more than 1000 meals but less than 2000 meals on a daily average.

**Chef Grade C**

A chef employed in a hospital with more than 100 beds but less than 200 beds or a kitchen providing more than 500 meals but less than 1000 meals on a daily average.

**Chef Grade D**

A chef employed in a hospital with less than 100 beds or a kitchen providing less than 500 meals on a daily average.

**Cook Employed Alone**

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

**Dietary Supervisor**

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

**Diet Cook**

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

**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 23, when the above duties are incidental to other duties performed, higher duties rates shall only apply when the above duties are performed for two hours or more in any day.
**Food Services Supervisor**

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

**Other Cook**

Means a person who does not hold trade qualifications, who is employed as a cook by a hospital where other cooks are employed.

**Second Cook**

Means a person employed as such in a hospital who assists the Chef in the discharge of his or her duties and whenever necessary relieves the Chef during any absence.

**Second Cook Grade A**

A second cook employed in a hospital with more than 300 beds or a kitchen providing more than 2000 meals on a daily average.

**Second Cook Grade B**

A second cook employed in a hospital with 200 or more beds but less than 300 beds or a kitchen providing more than 1000 meals but less than 2000 meals on a daily average.

**Second Cook Grade C**

A second cook employed in a hospital with more than 100 beds but less than 200 beds or a kitchen providing more than 500 meals but less than 1000 meals on a daily average.

**Second Cook Grade D**

A second cook employed in a hospital with less than 100 beds or a kitchen providing less than 500 meals on a daily average.

**Sweets Cook**

Means an unqualified cook who specialises in producing sweets or desserts.

**Trade Cook**

Means a cook qualified as a tradesperson under the Industrial Training Act 1975 or holding an equivalent qualification acceptable to the employer.

**Hospital Gradings for Chef and Second Cook Classifications**
Grade A
A hospital with more than 300 beds or a kitchen providing more than 2000 meals on a daily average.

Grade B
A hospital with 200 or more beds but less than 300 beds or a kitchen providing more than 1000 meals but less than 2000 meals on a daily average.

Grade C
A hospital with more than 100 beds but less than 200 beds or a kitchen providing more than 500 meals but less than 1000 meals on a daily average.

Grade D
A hospital with less than 100 beds or a kitchen providing less than 500 meals on a daily average.

Hospital beds and daily average meals produced are taken from hospital annual returns to the Health Department Victoria, or other relevant materials, as of 30 June of the preceding year.
Appendix 4

Allied Health Assistant Grade 1 (Unqualified)

Is an unqualified person who is required to perform work of a general nature under the direct supervision of an Allied Health Professional. The Assistant can work under supervision, either individually, or in a team performing a wide range of duties, for example; this may include collection and preparation of equipment, maintaining client contact details, monitoring clients to ensure that they follow their program.

An Allied Health Assistant Grade 1 will not be required to hold any qualifications. Where an Allied Health Assistant Grade 1 seeks to obtain a Certificate III (Allied Health Assistance) from a registered training organisation during the life of this Agreement, (expiry date 31/07/09), the employer, where practicable, will assist the person to complete the qualification. Such assistance may include financial assistance, flexible rostering, supervised practice and/or study leave.

Automatic progression to grade 2 will occur upon the successful completion of the Certificate III in Health Services Assistance (Allied Health Assistance) based on the date of certification from the registered training organisation. Note it is the responsibility of the employee to provide evidence of their qualification.

Allied Health Assistant Grade 2 (Qualified)

Is a qualified person who is required to perform work of a general nature under the supervision of an Allied Health Professional.

A mandatory requirement for this level is successful completion of at least the Certificate III (Allied Health Assistance) from a registered training organisation or its equivalent.

A qualified Allied Health Assistant performs a wide range of duties to support the work of Allied Health Professionals.

The Allied Health Assistant Grade 2 is able to:

Perform the full range of duties of a Grade 1.

Work directly with an Allied Health Professional; work alone or in teams under supervision following a prescribed program of activity.

Use communication and interpersonal skills to assist in meeting the needs of clients.

Accurately document client progress and maintain documents as required.

Demonstrate a capacity to work flexibly across a broad range of therapeutic and program related activities.

Identify client circumstances that need additional input from the Allied Health Professional.
Prioritise work and accept responsibility for outcomes within the limit of their accountabilities.

**Allied Health Assistant Grade 3 (Qualified)**

Is a qualified person who is required to perform work of a general nature under the supervision of an Allied Health Professional.

An Allied Health Assistant Grade 3 is a person appointed as such. A mandatory requirement for this level is successful completion of at least the Certificate IV (Allied Health Assistance) from a registered training organisation or its equivalent.

The Allied Health Assistant Grade 3 is able to:

Perform the full range of duties of a Grade 1 and Grade 2.

Understand the basic theoretical principles of the work undertaken by the Allied Health Professional whom they are employed to support.

Work with minimum supervision to implement therapeutic and related activities, including maintenance of appropriate documentation.

Identify client circumstances that need additional input from the Allied Health Professional, including suggestions as to appropriate interventions.

Demonstrate very good communication and interpersonal skills.

Organise their own workload and to set work priorities within the program established by the Allied Health Professional.

If required, to assist in the supervision the work being performed by Grade 1 and 2 Allied Health Assistants and those in training.
Appendix 5

Definitions: Theatre Technicians

i. Theatre Technician Grade 1

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

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

All new starters will be required to complete a mandatory orientation program for the first three months of commencing duties, under the direct supervision of a Theatre Technician Grade 3 or 4 or Nursing Team Leader.

Automatic progression to Grade 2 will occur on the successful completion of the Certificate III.

Translation of existing employees:
Existing Theatre Attendants and unqualified Theatre Technicians will be classified and paid at Grade 1. An opportunity to complete the Certificate III must be offered by the employer within the first 12 months of this Agreement.

Theatre Technician Grade 2

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

Qualifications:
A mandatory requirement for the qualified* entry level is a Certificate III in Health Service Assistance (Operating Theatre Support) awarded by a registered training organisation or equivalent qualification. If the Grade 2 Theatre Technician has no prior experience working in that hospital, a mandatory three months orientation under the supervision of a Grade 3 or 4 Theatre Technician or Nursing Team Leader must be undertaken.

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

Translation of existing staff:
A Theatre Technician who is presently unqualified but has at least one year’s experience and...
who completes the Certificate III within 12 months of the date the new structure becomes operative, shall be classified and paid Grade 2 rates. The Certificate III must be offered by the employer to all unqualified technicians within 12 months of this agreement either through financial assistance, flexible rostering or supervised practice and/or study leave arrangements.

ii. Theatre Technician Grade 3

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

A Grade 3 Theatre Technician can operate with a high degree of autonomy and accountability. A Grade 3 Theatre Technician will take part in the supervision, training/mentoring of other Technicians at that hospital and will, if required, undertake a clinical tutor role. A Grade 3 Theatre Technician will relieve the Grade 4 as required.

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

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

Translation of existing staff:
Qualified* Grade 2 Theatre Technicians who meet the criteria of a Grade 3 shall be translated to the appropriate rate of pay for a Grade 3 Theatre Technician.

Once implemented in Victoria, all Grade 3 Theatre Technicians will be offered an opportunity to complete the Certificate IV in Health Service Assistance (Operating Theatre Technical Support) through a registered training organisation either through financial assistance, flexible rostering or supervised practice and/or study leave arrangements.

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

The process of translation of existing qualified technicians to Grade 3 shall be undertaken in consultation with technicians at a local level. Any dispute shall be dealt with under the procedure outlined in Clause 12 Disputes Avoidance of this agreement.

iii. Theatre Technician Grade 4

Definition:
Is a person who is appointed as such and who meets the criteria of a Theatre Technician Grade 3. In addition, a Grade 4 Theatre Technician undertakes additional managerial responsibilities, including rostering, allocations, professional development and supervising and training staff.

Qualifications:
Once implemented in Victoria, a Theatre Technician Grade 4 will be offered an opportunity to
complete the Certificate IV in Health Support Services (Supervision) or equivalent qualification awarded by a registered training organisation either through financial assistance, flexible rostering and/or study leave.

2.2. Definitions: Instrument Technicians

i. Instrument Technician Grade 1

Definition:
Means an unqualified person who is required to perform work of a general nature under direct supervision of a Grade 3 or 4 Instrument Technician or Nurse Team Leader within a Central or Theatre Sterilising and Supply Department or Unit involved in the collection, cleaning, packaging and sterilisation and storage of reusable critical and semi-critical medical equipment.

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

All new starters will be required to complete a mandatory orientation program for the first three months of commencing duties, under the direct supervision of an Instrument Technician Grade 3 or 4 or Nursing Team Leader.

Automatic progression to Grade 2 will occur on the attainment of a Certificate III.

Translation of existing Instrument Technicians:
Existing CSSD Attendants and unqualified Instrument Technicians will be classified and paid at Grade 1. An opportunity to complete the Certificate III must be offered by the employer within the first 12 months of this Agreement either through financial assistance, flexible rostering or supervised practice and/or study leave arrangements.

ii. Instrument Technician Grade 2

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

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

A qualified Instrument Technician shall include an Instrument Technician who has successfully completed the CSSD Certificate Course conducted by Mayfield, including the Certificate II awarded prior to 1996 (or equivalent)
Translation of existing staff:
An instrument Technician who is presently unqualified but has at least one year’s experience and who completes the certificate III within 12 months of the date the new structure becomes operative shall be classified and paid at Grade 2 rates. The Certificate III must be offered by the employer within 12 months of this Agreement either through financial assistance, flexible rostering or supervised practice and/or study leave arrangements.

iii. Instrument Technician Grade 3

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

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

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

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

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

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

The process of translation of existing qualified technicians to Grade 3 shall be undertaken by the agreed process with the HSUA. Any dispute shall be referred to mediation with the General Manager and HSUA for resolution. If resolution is unsuccessful, the dispute may be referred to the AIRC.

iv. Instrument Technician Grade 4

Definition:
A person who is appointed as such and who meets the criteria of an Instrument Technician Grade 3. A Grade 4 Instrument Technician undertakes additional managerial responsibilities, including rostering, allocations, personal development and the supervision and training of staff.

Qualifications:
Once implemented in Victoria, an Instrument Technician Grade 4 will be offered an opportunity to complete a Certificate IV in Health Services (Supervision) or equivalent awarded by a registered training organisation either through financial assistance, flexible rostering and/or study leave.
SIGNATORIES TO AGREEMENT

Signed for and on behalf of HEALTHSCOPE PTY LTD

Andrew Currie
State Manager
LEVEL 1, 312 ST KILDA ROAD MELBOURNE VIC 3004

As State Manager, Mr Currie has the authority to execute this agreement

In the presence of: (Name and Address)  
John Douglas
1/312 ST KILDA RD MELBOURNE VIC 3004

Date: ..........................

Signed for and on behalf of HEALTHSCOPE PTY LTD

Signed for and on behalf of HEALTH SERVICES UNION

Kathy Jackson
National Secretary
208-212 Park Street South Melbourne VIC 3206

In the presence of: (Name and Address)  
Kate Luckman
208-212 Park Street South Melbourne VIC
An Australian Legal Practitioner
within the meaning of the Legal Profession Act 200

Date: ..........................

Signed for and on behalf of HEALTH SERVICES ADVOCATES & MEDIATORS
In the presence of: (Name and Address)

Date: ........................................

Signed for and on behalf of HEALTH SERVICES ADVOCATES & MEDIATORS

Pauline Fegan

Acting Officer

Health Services Advocates & Mediators
Level 8, 501 Latrobe St
Melbourne Vic 3000

PO BOX 3549
Caroline Springs Vic 3023

Level 8, 501 Latrobe Street Melbourne Victoria 3000

In the presence of: (Name and Address)

Date: 9/11/2011

........................................