

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

AUSTRALIAN INDUSTRIAL REGISTRY LOOSE-LEAF CONSOLIDATION

HEALTH PROFESSIONAL SERVICES - PUBLIC SECTOR  
- VICTORIA AWARD 2003

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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

*Workplace Relations Act 1996*

Review of award pursuant to Item 51 of Part 2 of Schedule 5 of the  
*Workplace Relations and Other Legislation Amendment Act 1996*  
(C No. 00168 of 1998)

**HEALTH SERVICES UNION OF AUSTRALIA  
(VICTORIA - PUBLIC SECTOR) INTERIM AWARD 1993**  
(ODN C No. 30578 of 1991)  
[AW783555 Print L0832]

Various employees

Health and welfare services

COMMISSIONER HINGLEY

MELBOURNE, 19 AUGUST 2003

*Award simplification.*

**PREAMBLE**

For the consolidation of the above award the Commission by decisions issued on 29 June 1998 [H0564 Dec 770/98 M Print Q2498] and 30 May 2003 [PR932273] makes the following awards:

- the Health and Allied Services - Public Sector - Victoria Consolidated Award 1998 (AW783945).
- Health Professional Services Public Sector Victoria Award 2003;
- Medical Scientists, Pharmacists and Psychologists (Public Sector - Victoria) Award 2003; and
- Health and Community Services Ambulance - Management and Administrative Staff Public Sector - Victoria Award 2003.

The order for the Health and Allied Services - Public Sector - Victoria Consolidated Award 1998 was issued on 30 June 1998 [AW783945 Print Q2644].

The order for The Health, Community Services and Ambulance - Management and Administrative Staff (Public Sector - Victoria) Award 2003 was issued on 30 May 2003 [AW824789 PR932274].

The Commission hereby issues the order for the Health Professional Services - Public Sector - Victoria Award 2003.

## ORDER

A. Further to the decision issued by the Commission on 30 May 2003 [PR932273], the Commission makes the following award:

### **PART 1 - APPLICATION AND OPERATION OF AWARD**

#### **1. TITLE**

This award shall be referred to as the Health Professional Services - Public Sector - Victoria Award 2003.

#### **2. ANTI-DISCRIMINATION**

**2.1** It is the intention of the respondents to this award to achieve the principal object in s. 3(j) of the *Workplace Relations Act 1996* through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

**2.2** Accordingly, in fulfilling their obligations under the disputes avoidance/settlement procedure, the respondents must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.

**2.3** Nothing in this clause is to be taken to affect:

**2.3.1** any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;

**2.3.2** junior rates of pay;

**2.3.3** an employee, employer or registered organisation, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission; and

**2.3.4** the exemptions in sections 170CK(3) and (4) of the Act.

#### **3. ARRANGEMENT**

This award is arranged as follows:

##### **Part 1 - Application and operation of award**

1. Title
2. Anti-discrimination
3. Arrangement

4. Definitions
5. Operation of award
6. Incidence of award
7. Previous award superseded

#### **Part 2 - Award flexibility**

8. Enterprise flexibility
9. Index of facilitative provisions

#### **Part 3 - Dispute Resolution**

10. Disputes avoidance/settlement procedure

#### **Part 4 - Employer and employees' duties, employment relationship and related arrangements**

11. Notification of classification
12. Types of employment
13. Full-time employment
14. Regular part-time employment
15. Fixed term or temporary employment
16. Casual employees
17. Limited tenure employment
18. Termination of employment

#### **Part 5 - Wages and related matters**

19. Wage rates
20. Higher duties
21. Payment of wages
22. Deductions and allowances
23. Occupational superannuation

#### **Part 6 - Hours of work, breaks, overtime, shift work, weekend work**

24. Hours of work
25. Meal interval
26. Rest period
27. Duty roster
28. Overtime
29. On call/recall allowance
30. Shift work allowance
31. Special rates for Saturdays and Sundays
32. Summertime

## **Part 7 - Leave of absence and public holidays**

- 33. Annual leave
- 34. Personal/carers leave
- 35. Parental leave
- 36. Long service leave
- 37. Public holidays
- 38. Examination leave
- 39. Jury service

## **Part 8 - Transfers, travelling and working away from usual place of work**

- 40. Travelling allowance

## **Part 9 - Training**

- 41. Trainee supervision

## **Part 10 - Accident pay, clothing, equipment and tools allowances**

- 42. Accident pay
- 43. Uniform allowance
- 44. Damaged clothing allowance

## **Part 11 - Award compliance**

- 45. Posting of award

Appendix A      Schedule of respondents

### **4. DEFINITIONS**

- 4.1 Award** shall mean the Health Professional Services - Public Sector - Victoria Award 2003.
- 4.2 Commission** shall mean the Australian Industrial Relations Commission.
- 4.3 Employee** means a person employed by a respondent to this award on either a permanent full-time, regular part-time, fixed term, temporary or casual basis.
- 4.4 Employer** shall mean a respondent to this award listed in Appendix A.
- 4.5 Experience** means experience at any such work in any workplace subject to this award within the last five years, excluding any leave provisions in this award.
- 4.6 Union** shall mean the Health Services Union of Australia.

## 5. OPERATION OF AWARD

This award shall come into force from the beginning of the first full pay period commencing on or after 30 May 2003 and shall continue in force for a period of twelve months.

## 6. INCIDENCE OF AWARD

6.1 This award shall apply to and be binding on:

6.1.1 The employers referred to in Appendix A - Schedule of Respondents;

6.1.2 The Royal District Nursing Service in respect to all its facilities in Victoria; and

6.1.3 The Health Services Union of Australia in respect of its officers and each and every person employed who is a member or is eligible to be a member of the Union.

6.2 This award shall govern the wages and conditions of persons employed in the occupations of Physiotherapist, Occupational Therapist, Speech Pathologist, Medical Imaging Technologist (MIT), Podiatrist, Medical Record Administrator, Medical Photographer/Illustrator, Medical Librarian, Music Therapist, Research Technologist, Nuclear Medicine Technologist (NMT), Radiation Therapy Technologist (RTT), Recreation Therapist, Cardiac Technologist, Orthoptist, Social Worker, Health Aide, Orthotist/Prosthetist, Medical Laboratory Technician, Medical Technician/Renal Dialysis Technician, Child Psychotherapist, Welfare Worker, Community Development Worker, Technical Officer, Biomedical Technologist and Client Adviser/Rehabilitation Consultant.

### 6.3 Transmission of business

6.3.1 Where a business is before or after the date of this award, transmitted from an employer (in this clause called the **transmittor**) to another employer (in this clause called the **transmittee**) and an employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee:

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

6.3.1 (b) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.

6.3.2 In this clause **business** includes trade, process, business or occupation and includes any part of any such business and **transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and **transmitted** has a corresponding meaning.

## **7. PREVIOUS AWARD SUPERSEDED**

This award supersedes the HSUA (Victoria - Public Sector) Interim Award 1993 [AW783555 Print L0832 ] so far as that award applied to employees engaged in the classifications covered by this award, but no right, obligation or liability accrued or incurred in respect of allowable matters under the award so superseded shall be affected.

## **PART 2 - AWARD FLEXIBILITY**

### **8. ENTERPRISE FLEXIBILITY**

Where the employer or employees wish to pursue an agreement at the enterprise or workplace about how the award should be varied so as to make the enterprise or workplace operate more efficiently according to its particular needs the following process shall apply (see ss 113A and 113B of the Act):

- 8.1** A consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or workplace will be established.
- 8.2** For the purpose of the consultative process the employees may nominate the Union or another to represent them.
- 8.3** Where agreement is reached an application will be made to the Commission.

### **9. INDEX OF FACILITATIVE PROVISIONS**

- 9.1** A facilitative provision is one which provides that the standard approach in an award provision may be departed from by agreement between an individual employer and the union and/or an employee, or the majority of employees, in the enterprise or workplace concerned.
- 9.2** Facilitative provisions in this award are contained in the following clauses:

<b>Clause title</b>	<b>Clause numbers</b>
Annual leave - single day leave	33.11
Annual leave - time of taking	33.4
Enterprise flexibility	9
Fixed term or temporary employees	15
Hours of work - average hours over five week period	24.1
Hours of work - method of working	24.1.1
Limited tenure employment	17
Long service leave - payment	36.4.1
Long service leave - taking of leave	36.5
Overtime - time off in lieu of payment	28.2.4(c), 28.3, 31.4
Parental leave - variation of period	35.6
Personal/carer's leave - make-up time	34.8

<b>Clause title</b>	<b>Clause numbers</b>
Public holidays - day off in lieu of payment	37.4.9.6, 37
Public holidays - substitution of days	37.4
Regular part-time employment - pattern of work	14.3
Special rates for Saturdays and Sundays - time off in lieu of payment	31.4
Superannuation - agreed fund	23.2.1
Uniform allowance	43.2

## **PART 3 - DISPUTE RESOLUTION**

### **10. DISPUTES AVOIDANCE/SETTLEMENT PROCEDURE**

#### **10.1 Grievance procedure**

An employee will have the right for a grievance to be heard through all levels of line management.

- 10.1.1** In the first instance the employee shall attempt to resolve the grievance with the employee's immediate supervisor. The local union or other representative shall be present if desired by either party.
- 10.1.2** If the employee still feels aggrieved, then the matter shall be referred to the employee's department head. The local union or other representative shall be present if desired by either party.
- 10.1.3** If the grievance is still unresolved then the matter will be referred to senior management and the senior union or other representative.
- 10.1.4** If the grievance is still unresolved then the senior union representative or other representative shall be advised and will be represented at the request of either party. At this stage the appropriate employer representative body should be advised and shall be present at the request of either party.
- 10.1.5** It is agreed that steps 10.1.1 to 10.1.4 shall take place within seven days.
- 10.1.6** If the grievance still exists the matter will be referred to the Commission for conciliation and, if necessary, arbitration.
- 10.1.7** Until the grievance is determined work shall continue normally in accordance with the custom or practice existing before the grievance arose while discussions take place. No party shall be prejudiced as to the final settlement by the continuance of work. Health and safety matters are exempted from this clause. The employer will formulate policies and practices in accordance with these procedures, which shall be circulated to all employees throughout each institution.



**10.2** All new employees shall be handed a copy of these procedures on commencement of employment.

**10.3 Settlement of disputes - training leave**

A local union representative or other workplace representative shall be entitled to, and the employer shall grant leave of absence of up to a maximum of five days paid leave per calendar year, to attend courses conducted by an accredited training provider and approved by the union or TUTA (Inc.). Leave of absence on full pay for such purposes in excess of five days and up to ten days may be granted in any one calendar year subject to the total leave being granted in that year and in the subsequent year not exceeding ten days. Such leave is granted on the following conditions:

- 10.3.1** the scope, content and level of the courses are directed to the enhancement of the operation of the settlement of the Disputes avoidance/settlement procedure;
- 10.3.2** reasonable notice is given by the local union representative or other workplace representative;
- 10.3.3** the taking of leave is arranged having regard to the operational requirements of the employer;
- 10.3.4** the local union representative or other workplace representative taking such leave shall be paid all ordinary time earnings in accordance with clause 19 - Wage rates, plus allowances which are deemed pursuant to this award to be part of the pay for all purposes but excluding shift work and overtime allowances;
- 10.3.5** leave of absence granted pursuant to this clause shall count as service for all purposes of this award;
- 10.3.6** expenses associated with attendance at trade union training courses, e.g. fares, accommodation and meal costs are not the responsibility of the employer.

**PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

**11. NOTIFICATION OF CLASSIFICATION**

- 11.1** Each employer shall notify each employee in writing on commencement of their classification and terms of employment.
- 11.2** Each employer shall notify each employee of any alteration to their classification in writing no later than the operative day of such alteration.

## **12. TYPES OF EMPLOYMENT**

**12.1** Employees under this award may be employed in any one of the following categories:

- full-time employees;
- regular part-time employees;
- fixed term or temporary employees;
- casual employees; or
- employees with limited tenure.

**12.2** At the time of engagement an employer shall inform each employee of the terms of their engagement, and in particular, whether they are to be full-time, regular part-time, fixed term or temporary employees, casual employees or employees with limited tenure.

## **13. FULL-TIME EMPLOYMENT**

Except as provided in clause 24 - Hours of work, an employee ready, willing and available to work the full number of hours as required by the employer shall be paid the full weekly wage as prescribed by this award irrespective of the number of hours worked not exceeding 38.

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

**14.1** An employer may employ regular part-time employees in any classification in this award.

**14.2** A regular part-time employee is a person who:

- 14.2.1** works less than full-time hours of 38 per week (or less than 76 hours in a fortnight) and;
- 14.2.2** has reasonably predictable hours of work; and
- 14.2.3** receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

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

- 14.3.1** regular pattern of work, specifying at least the hours worked each day;
- 14.3.2** which days of the week the employee will work; and
- 14.3.3** the actual starting and finishing times each day.

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

**14.5** Regular part-time employees shall be paid either:

**14.5.1** At an hourly rate equal to 1/38th of the weekly wage appropriate to the employees classification. Employees employed under this clause shall accrue paid leave entitlements on a pro rata basis; or

**14.5.2** At an hourly rate equal to 1/38th of the appropriate weekly rate plus 25% of such hourly rate for work performed during weekdays and 75% of such hourly rate for work performed on weekends and public holidays. Employees employed under this clause shall not be entitled to any benefits prescribed in clause 33 - Annual leave, clause 34 - Personal/carer's leave and clause 37 - Public holidays.

**14.5.3** The conditions of part-time work shall be agreed upon between the employer and the employee and shall be confirmed in writing between the two parties.

## **15. FIXED TERM OR TEMPORARY EMPLOYEES**

**15.1** Provided an agreement is reached in writing, an employer may employ an employee either:

**15.1.1** as a fixed-term employee who is employed for a specific period or, in the case of an employee replacing a person on parental leave, for a specified purpose, not exceeding twelve months; or

**15.1.2** as a temporary employee who is employed on hours which may or may not be fixed for a period not exceeding three months.

**15.2** If the period of engagement exceeds that provided for in this clause or the employee engaged pursuant to this clause is re-engaged within five weeks (in addition to the total period of accrued annual leave paid on termination), the employee shall be deemed to have been originally employed under clause 13 - Full-time employment or clause 14 - Regular part-time employment.

**15.3** Employees engaged as either fixed term employees or temporary employees pursuant to this clause shall receive the rates of pay and conditions provided for under clause 14 - Regular part-time employment, regardless of the number of hours worked, with the exception of the period of notice which for employees engaged as temporary employees under this clause, shall be one week.

## **16. CASUAL EMPLOYEES**

- 16.1** A casual employee is one who is engaged in relieving work or work of a casual nature and whose engagement is terminable by an employer in accordance with the employer's requirements, without the requirement of prior notice by either party, but does not include an employee who could properly be classified under clauses 13 - Full-time employment, 14 - Regular part-time employment or 15 - Fixed term or temporary employees.
- 16.2** A casual employee shall be paid for all work done on weekdays an amount equal to 1/38th of the weekly wage appropriate to the employee's classification per hour plus 25% and for all work done on Saturday, Sundays and public holidays an amount equal to 1/38th of the weekly wage appropriate to the employee's classification per hour plus 75%.
- 16.3** In addition a casual employee shall be entitled to receive the appropriate uniform and other allowances contained in this award.
- 16.4** The provisions of clause 18 - Termination of employment, clause 33 - Annual leave, clause 34 - Personal/carer's leave and clause 36 - Long service leave shall not apply in the case of a casual employee.

## **17. LIMITED TENURE EMPLOYMENT**

- 17.1** By written agreement with an employee, a copy of which shall be provided to the Secretary of the HSUA, an employer may employ a new graduate from any of the professions covered by this award (except that of medical imaging technology, nuclear medicine technology, radiation therapy technology) for a period of twelve months.
- 17.2** At the end of the twelve months, the employment will be terminated unless the employee successfully applies for a new position with the employer in which case they will no longer be employed pursuant to this clause. A new graduate is deemed to be a person who has successfully completed their academic studies in the twelve months prior to commencing limited tenure employment. All other conditions of this award shall apply.

## **18. TERMINATION OF EMPLOYMENT**

- 18.1** In the event of termination of employment, four weeks' written notice shall be given by the employee or the employer, or four weeks' wages paid or forfeited as the case may be.
- 18.2** The period of notice of termination to be given by an employer shall increase by one week if the employee is over 45 years of age and has completed at least two years of continuous service with the employer.

**18.3** The provisions of this clause shall apply except where the conduct of the employee justifies instant dismissal. In such circumstances, wages shall be paid only up to the time of dismissal.

**18.4** Where the system of work provides for the taking of accrued days off (ADO) and an employee's employment is terminated:

**18.4.1** if one or more ADOs have been granted in advance, or an ADO has been taken during the work cycle in which the employee is terminated, the wages due to that employee shall be reduced by the total of ADOs taken in advance, and/or the total unaccrued portion of the ADO granted in that work cycle as the case may be;

**18.4.2** if an employee has not worked a complete twenty-day four-week or five-week cycle, he or she shall receive pro rata accrued entitlements for each day worked or regarded as having been worked (i.e. paid leave) in such cycle payable for the accrued day off.

## **PART 5 - WAGES AND RELATED MATTERS**

### **19. WAGE RATES**

**19.1 UG1 classifications** - Physiotherapy, Occupational therapy, Speech Pathology, Medical Imaging Technology (MIT), Podiatry, Medical Record Administration, Medical Photography/Illustration, Medical Library, Music Therapy, Research Technology, Nuclear Medicine Technology (NMT), Radiation Therapy Technology (RTT), Recreation Therapy, Cardiac Technology, Orthoptics, Social Work and Prosthetics and Orthotics.

**19.1.1** Interns (MIT, NMT, RTT only equal to 80% of the UG1 grade 1, first year qualified rate) \$467.04per week.

#### **19.1.2 Trainees (research technologists only)**

<b>Year of part-time course</b>	<b>Percentage of rate for UG1, Grade 1, 1st year after qualification</b>	<b>Wages per week</b>
	<b>%</b>	<b>\$</b>
1st year	50	291.90
2nd year	60	350.28
3rd year	75	437.85
4th year	85	496.23
Thereafter	90	525.42

Provided that:

- 19.1.2(a)** An adult trainee shall receive not less than 80% of the rate prescribed for the classification grade 1, 1st year of experience after qualification.
- 19.1.2(b)** A trainee who, as a full-time student passed all subjects specified in the first-time year of a course approved by the employer, shall be paid not less than the rate prescribed for the third year of the course (part-time).
- 19.1.2(c)** A trainee who, as a full-time student passed all subjects in the second full-time year of a course approved by the employer, shall be paid not less than the rate prescribed for fifth year and thereafter (part-time).
- 19.1.2(d)** A trainee who, as a full-time student has not passed all subjects specified for the appropriate full-time year of a course approved by the employer, shall be paid a rate equivalent to the next lower part-time classification than that which would apply in 19.1.2(b) and 19.1.2(c).

**19.1.3 Grade 1 (i.e. qualified rate)**

	<b>Wages per week</b>
1st year of experience after qualification	583.80
2nd year of experience after qualification	620.70
3rd year of experience after qualification	652.30
4th year of experience after qualification	692.10
5th year of experience after qualification	722.40
6th year of experience after qualification	755.00

Provided that:

- 19.1.3(a)** An employee who holds or is qualified to hold the degree of Bachelor of Science Honours shall be entitled to be classified as a UG1 grade 1, 2nd year of experience after qualification.
- 19.1.3(b)** An employee who holds or is qualified to hold the degree of Master of Science shall be entitled to be classified as a UG1 grade 1, 3rd year of experience after qualification.
- 19.1.3(c)** An employee who holds or is qualified to hold the degree of Doctor of Philosophy shall be entitled to be classified as a UG1 grade 1, 5th year of experience after qualification.
- 19.1.3(d)** An employee who holds a four year under-graduate qualification; or a three year under-graduate qualification and is required to do a twelve month internship shall be classified as or deemed to have been classified as a UG1 grade 1, 2nd year of experience after qualification.

**19.1.4 Grade 2 as defined**

	<b>Wages per week</b>
1st year of experience at this level	755.00
2nd year of experience at this level	791.40
3rd year of experience at this level	826.60
4th year of experience at this level	864.90

**19.1.5 Grade 3 (Senior Clinician, Tutor MIT, MIT Grade 3 and NMT Grade 3, Cardiac Technologist Grade 3, Research Technologist Grade 3 and Social Worker) as defined:**

	<b>Wages per week</b>
1st year of experience at this level	907.50
2nd year of experience at this level	936.70
3rd year of experience at this level	959.50
4th year of experience at this level	1008.10

**19.1.6 Deputy chief medical record administrator**

	<b>Wages per week</b>
Grade 1 as defined	907.50
Grade 2 as defined	936.70

**19.1.7 Deputy chief grade 1 (MIT, NMT and cardiac technologist only and as defined):**

	<b>Wages per week</b>
1st year of experience at this level	907.50
2nd year of experience at this level	936.70

**19.1.8 Deputy chief grade 2 (MIT, NMT and cardiac technologist only and as defined):**

	<b>Wages per week</b>
1st year of experience at this level	936.70
2nd year of experience at this level	959.50
3rd year of experience at this level	1008.10

**19.1.9** All Chief grade 1 positions (except Medical Record Administrator Chief Grade 1, Recreation Therapist, Music Therapist and Research Technologist) and all other Deputy Chief (except Music Therapist, Research Technologist, Medical Librarian and Recreation Therapist) positions as defined:

**Wages  
per week**

1st year of experience at this level	907.50
2nd year of experience at this level	936.70
3rd year of experience at this level	959.50

**19.1.10** **Medical record administrator chief grade 1 as defined, RTT Grade 2a as defined:**

**Wages  
per week**

1st year of experience at this level	907.50
2nd year of experience at this level	936.70

**19.1.11** **Medical record administrator chief grade 2 as defined:**

**Wages  
per week**

1st year of experience at this level	936.70
2nd year of experience at this level	959.50

**19.1.12** **Medical record administrator chief grade 3 as defined:**

**Wages  
per week**

1st year of experience at this level	1008.10
2nd year of experience at this level	1050.30

**19.1.13** **RTT grade 2(a) as defined:**

**Wages  
per week**

1st year of experience at this level	907.50
2nd year of experience at this level	936.70



**19.1.14 RTT grade 2(b) as defined:**

**Wages  
per week**

1st year of experience at this level	959.50
2nd year of experience at this level	1008.10

**19.1.15 RTT grade 2(c) as defined:**

**Wages per week**

1050.30

**19.1.16 All other Chief grade 2 (except Medical Record Administrator, Music Therapist, Research Technologist and Recreation Therapist) positions as defined**

**Wages  
per week**

1st year of experience at this level	1008.10
2nd year of experience at this level	1050.30

**19.1.17 All chief Grade 3 (except Medical Record Administrator, Music Therapist, Research Technologist, Medical Librarian, Podiatrist, Medical Photographer/Illustrator and Recreation Therapist) positions as defined**

**Wages per week**

1125.90

**19.1.18 All Chief grade 4 (except Music Therapist, Research Technologist, Medical Librarian, Podiatrist, Medical Photographer/Illustrator, Recreation Therapist and Medical Record Administrator) positions as defined and RTT Grade 3 as defined**

**Wages per week**

1209.40

**19.1.19 All Chief grade 5 (except Music Therapist, Research Technologist, Medical Librarian, Podiatrist, Medical Photographer/Illustrator, Nuclear Medicine Technologist, Speech Pathologist, Recreation Therapist, Medical Record Administrator and Orthoptist) positions as defined and RTT grade 4 as defined:**

**Wages per week**

1326.20

**19.1.20 RTT grade 5 as defined**

**Wages per week**

1476.60

**19.2 UG3 classifications - Medical laboratory technician**

**19.2.1 Trainees**

<b>Year of course</b>	<b>Percentage of rate for the classification qualified Medical laboratory technician 3rd year of experience after qualification</b>	<b>Wages per week</b>
	<b>%</b>	<b>\$</b>
1st year	50	283.10
2nd year	60	339.72
3rd year	75	424.65
Thereafter	90	509.58

Provided that: an adult trainee shall receive not less than 80% of the rate prescribed for the classification Medical Laboratory Technician grade 1, 3rd year of experience after qualification.

**19.2.2 Grade 1 (i.e. qualified rate)**

	<b>Wages per week</b>
1st year of experience after qualification	520.70
2nd year of experience after qualification	544.50
3rd year of experience after qualification	566.20
4th year of experience after qualification	581.80
5th year of experience after qualification	599.40
6th year of experience after qualification	617.10
7th year of experience after qualification	634.70
8th year of experience after qualification	652.30

Provided that: an employee who holds an Associate Diploma of Applied Science shall be entitled to be classified as a Medical Laboratory Technician grade 1, 3rd year of experience after qualification.

**19.2.3 Grade 2**

	<b>Wages per week</b>
1st year of experience at this level	652.30
2nd year of experience at this level	675.70
3rd year of experience at this level	699.10
4th year of experience at this level	721.40

**19.2.4 Medical technician/renal dialysis technician**

	<b>Wages per week</b>
1st year of experience	520.70
2nd year of experience	544.50
3rd year of experience	553.10
4th year of experience	561.70
5th year of experience	574.20
6th year of experience	587.30

**19.2.5 Additional rates**

**19.2.5(a) Supervisors**

**19.2.5(a)(i)** A Medical Technician appointed to be responsible for supervising the work of other Medical Technicians shall be paid at the rate of 7.5% of the rate of a Medical Technician at the 4th year of experience.

**19.2.5(a)(ii)** A Renal Dialysis Technician appointed to be responsible for supervising the work of other Renal Dialysis Technicians and/or in charge of a section or annexe of the service shall be paid at the rate of 7.5% of the rate of a Renal Dialysis Technician at the fourth year of experience.

**19.2.5(b)** For the purpose of 19.2, yearly increments are based on years of full-time practical experience or service or part-time equivalent service in the performance of renal dialysis work.

### 19.3 Child psychotherapy

#### 19.3.1 Level 1 (as defined)

##### Wages per week

1st year of experience	578.00
2nd year of experience	603.30
3rd year of experience	633.70
4th year of experience	662.80
5th year of experience	693.50
6th year of experience	722.50
7 <sup>th</sup> year of experience	757.30

#### 19.3.2 Level 2 (as defined)

##### Wages per week

1st year of experience	801.80
2nd year of experience	812.10
3rd year of experience	845.70
4th year of experience	870.20

#### 19.3.3 Level 3 (as defined)

##### Wages per week

1st year of experience	912.90
2nd year of experience	943.40
3rd year of experience	975.00

#### 19.3.4 Level 4 (as defined)

##### Wages per week

1st year of experience	1010.30
2nd year of experience	1044.60
3rd year of experience	1090.20

## **19.4 Welfare workers**

### **19.4.1 Unqualified welfare worker (85% of welfare worker - class I)**

	<b>Wages per week</b>
1st year of experience	432.99
2nd year of experience	458.07
3rd year of experience	467.76
4th year of experience	483.14
5th year of experience	496.23
6th year of experience	515.02
7th year of experience and thereafter	527.77

### **19.4.2 Qualified welfare worker class I**

	<b>Wages per week</b>
1st year of experience	509.40
2nd year of experience	538.90
3rd year of experience	550.30
4th year of experience	568.40
5th year of experience	583.80
6th year of experience	605.90
7th year of experience and thereafter	620.90

### **19.4.3 Class II**

	<b>Wages per week</b>
1st year of experience	583.80
2nd year of experience	605.90
3rd year of experience	620.40
4th year of experience and thereafter	644.00

**19.4.4 Class III**

**Wages per  
week**

1st year of experience	644.00
2nd year of experience	665.90
3rd year of experience and thereafter	683.90

**19.4.5 Class IV**

**Wages per  
week**

1st year of experience	701.30
2nd year of experience	721.10
3rd year of experience	739.70

For the purpose of 19.4:

**19.4.6** Yearly increments are based on years of full-time practical experience or service or part-time equivalent service in the performance of Welfare Work;

**19.4.7** An unqualified welfare worker with less than twelve months' experience working without direct supervision by a qualified Welfare Worker or Social Worker, and including a person employed under this clause working as a sole Welfare Worker, shall commence at the rate of unqualified Welfare Worker year 5; and

**19.4.8** An unqualified Welfare Worker, who is a sole welfare worker or performs his or her duties without direct supervision, and has a minimum of twelve months' experience, shall commence at unqualified Welfare Worker year 6. However, by mutual agreement between the employer and employee this condition may be waived.

**19.4.9** A sole Welfare Worker with less than twelve months' experience shall be paid during his/her first twelve months at the rate of Welfare Worker class I - year 4.

**19.4.10** Provided that where an employee under 19.4 is reclassified by his or her existing employer from class I to class II or class II to class III, the following shall apply:

**19.4.10(a)** A Welfare Worker (qualified) class I, year 7 and thereafter appointed to class II shall be paid at the class II, year 4 and thereafter rate;

**19.4.10(b)** A Welfare Worker (qualified) class I, year 6 appointed to class II shall be paid at the class III, year 3 rate;

**19.4.10(c)** A Welfare Worker (qualified) class I, year 5 appointed to class II shall be paid at the class II, 2nd year rate;

**19.14.10(d)**A Welfare Worker (qualified) class II, year 4 and thereafter appointed to class III shall be paid at the class III, year 2 rate.

**19.5 Community development workers**

**19.5.1 Class I**

	<b>Wages per week</b>
1st year of experience	554.60
2nd year of experience	574.50
3rd year of experience	596.60
4th year of experience	618.50

**19.5.2 Class II(a)**

	<b>Wages per week</b>
1st year of experience	574.50
2nd year of experience	596.60
3rd year of experience	618.50
4th year of experience	640.60
5th year of experience	664.80
6th year of experience	688.10
7th year of experience	698.20
8th year of experience	733.50
9th year of experience	756.90
10th year of experience	778.10

**19.5.3 Class II(b)**

	<b>Wages per week</b>
1st year of experience	733.50
2nd year of experience	756.90
3rd year of experience	778.10
4th year of experience	801.40
5th year of experience	823.30
6th year of experience	846.80

**19.5.4 Class III**

	<b>Wages per week</b>
1st year of experience	801.40
2nd year of experience	823.30
3rd year of experience and thereafter	846.80

For the purpose of 19.5:

- 19.5.4(a)** Yearly increments are based on years of full-time practical experience or service or part-time equivalent in the performance of community development work.
- 19.5.4(b)** An unqualified Community Development Worker (as defined), with less than twelve months' experience who is being supervised by a qualified Community Development Worker (as defined), shall commence at the rate of class I, year 1.
- 19.5.4(c)** An unqualified Community Development Worker with less than twelve month's experience who is being supervised by an unqualified Community Development Worker shall commence at the rate of class I, year 3.
- 19.5.4(d)** A qualified Community Development Worker with less than twelve months' experience who is being supervised by a more experienced qualified Community Development Worker shall commence at the rate of class I, year 2, unless the supervised worker is a qualified Social Worker or holds a post-graduate qualification in Community Development Work (as defined) in which case the worker will commence at the rate of class I, year 4.
- 19.5.4(e)** A qualified Community Development Worker with less than twelve months' experience who is being supervised by a more experienced unqualified Community Development Worker shall commence at the rate of class I, year 3, unless the supervised worker is a qualified social worker or holds a post-graduate qualification in community development work in which case the worker will commence at the rate of class I, year 4.
- 19.5.4(f)** A Community Development Worker under direct supervision who has administrative responsibilities shall commence at not less than class I, year 3, notwithstanding any of the above commencement rates.
- 19.5.4(g)** A qualified Community Development Worker cannot be supervised by a less experienced unqualified or qualified community development worker and must be paid as class II Community Development Worker at the appropriate qualification level (as defined).



- 19.5.4(h)** An unqualified Community Development Worker working without direct supervision shall commence at class II(a), year 1.
- 19.5.4(i)** A qualified Welfare Worker (as defined) performing community development work without direct supervision shall commence at not less than class II(a), year 3.
- 19.5.4(j)** An Indigenous Community Development Worker (as defined) working without direct supervision shall commence at not less than class II(a), year 3. If an Indigenous Community Development Worker does possess a qualification (as defined) she or he shall commence at a level not less than that defined for the qualification possessed.
- 19.5.4(k)** A qualified Youth Worker (as defined) performing community development work without direct supervision shall commence at not less than class II(a), year 5.
- 19.5.4(l)** A sole Community Development Worker employed in a workplace or a community development worker performing outreach community development work shall commence at not less than class II(a), year 5.
- 19.5.4(m)** The commencing rate for a Financial Counsellor performing Community Development Work shall be not less than class II(a), year 5.
- 19.5.4(n)** The commencing rate for a Tenant Worker performing Community Development Work shall be not less than class II(a), year 5.
- 19.5.4(o)** A Community Development Worker who is performing social research shall commence at not less than class II(a), year 7 unless the worker possesses a social work qualification or a post-graduate qualification in community development work or a qualification in social or behavioural sciences, in which case the worker shall commence at no less than the level defined for these qualifications.
- 19.5.4(p)** A Community Development Worker working without direct supervision who possesses a qualification in community development work other than a post-graduate qualification shall commence at not less than class II(a), year 7.
- 19.5.4(q)** A Community Development Worker with a tertiary qualification in the social and behavioural sciences shall commence at not less than class II(a), year 7.
- 19.5.4(r)** A qualified Social Worker or Community Development Worker holding a post-graduate qualification in community development work performing community development work shall be employed at the classification class II(b).

- 19.5.4(s) A Community Development Worker engaged in policy development or policy advice shall commence at not less than class II(b), year 1.
- 19.5.4(t) A Community Development Worker engaged in community education or community training programs shall commence at not less than class II(b), year 1.
- 19.5.4(u) A qualified Social Worker shall commence at not less than class II(b), year 1.
- 19.5.4(v) A qualified Community Development Worker with a post-graduate qualification shall commence at not less than class II(b), year 2.

**19.6 Technical officers (as defined) (Austin and Repatriation Medical Centre only)**

**19.6.1 Grade 1**

	<b>Wages per week</b>
1st year of experience	608.10
2nd year of experience	619.80
3rd year of experience	627.70
4th year of experience	637.40

**19.6.2 Grade 2**

	<b>Wages per week</b>
1st year of experience	657.00
2nd year of experience	686.30
3rd year of experience	725.40
4th year of experience	735.20

**19.6.3 Grade 3**

	<b>Wages per week</b>
1st year of experience	754.70
2nd year of experience	782.10
3rd year of experience	811.40
4th year of experience	840.70

**19.6.4 Grade 4**

	<b>Wages per week</b>
1st year of experience	860.30
2nd year of experience	889.60
3rd year of experience	918.90
4th year of experience	948.30

**19.7 Client advisor/rehabilitation consultant (as defined)**

**19.7.1 Grade 1 client adviser/rehabilitation consultant (i.e. qualified rate)**

	<b>Wages per week</b>
On commencement/appointment	728.80
2 <sup>nd</sup> year of experience after qualification	744.20
3 <sup>rd</sup> year of experience after qualification	759.00
4 <sup>th</sup> year of experience after qualification	792.00
5 <sup>th</sup> year of experience after qualification	807.40
6 <sup>th</sup> year of experience after qualification	822.60

**19.7.2 Grade 2 client adviser/rehabilitation consultant (as defined)**

1 <sup>st</sup> year of experience at this level	864.20
2 <sup>nd</sup> year of experience at this level	883.60
3 <sup>rd</sup> year of experience at this level	903.20

**19.7.3 Grade 3 senior clinician or senior client adviser/rehabilitation consultant (as defined)**

1 <sup>st</sup> year of experience at this level	951.50
2 <sup>nd</sup> year of experience at this level	970.50
3 <sup>rd</sup> year of experience at this level	989.90

**19.7.4 Grade 4 principal client adviser/rehabilitation consultant (as defined)**

1 <sup>st</sup> year of experience at this level	1070.90
2 <sup>nd</sup> year of experience at this level	1104.50
3 <sup>rd</sup> year of experience at this level	1138.10

**19.7.5** Provided that: these rates shall apply to all employers who are approved, accredited, licensed and/or in any other manner permitted by the Victorian WorkCover Authority to provide rehabilitation services, excepting the work of Rehabilitation Counsellors employed as such by the Victorian WorkCover Authority and excepting:

**19.7.5(a)** persons employed subject to the *Public Sector Management Act 1992*; and

**19.7.5(b)** persons who are required by the Victorian WorkCover Authority to have qualifications as a Registered Nurse, Social Worker, Medical Practitioner, Radiographer (Diagnostic and Therapeutic), Medical Laboratory Technician, Physiotherapist, Medical Imaging Technologist, Radiation Therapy Technologist, Medical Librarian, Occupational Therapist, Orthoptist, Speech Pathologist, Medical Photographer, Medical Illustrator, Podiatrist, Nuclear Medicine Technologist, Orthotist/Prosthetist, Psychotherapist, Music Therapist, Recreation Therapist, State Enrolled Nurse, Cardiac Technologist.

**19.8 Health aides (Royal District Nursing Service only)**

	<b>Wages per week</b>
1st year of experience	448.90
2nd year of experience	472.30
3rd year of experience	482.10
4th year of experience	499.00
5th year of experience	512.10
6th year of experience	530.90
7th year of experience	547.40

**19.9 Progression through pay points**

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

**19.10 Notes**

**19.10.1** An employee appointed to a higher grade shall be paid at the rate within that grade immediately above their previous rate of pay.

**19.10.2** For the purposes of classifying all Chief and Deputy Chief positions it will be necessary to divide the number of hours worked by relevant professionals (including interns) or total staff as the case may be, in that department by 38 with any fraction being taken to the next whole number. In addition when classifying Chief positions in Physiotherapy, Occupational Therapy, Speech Pathology, Medical Imaging Technology, Nuclear Medicine Technology or Radiation Therapy Technology, Podiatry, Medical Record Administration, Medical Photography/Illustration, Medical Library, Music Therapy, Research Technology, Recreation Therapy, Cardiac Technology, Orthoptics, Social Work and Prosthetics and Orthotics, a Chief position which is classified two grades or more below that of an allied Chief (that is either in the therapy stream or the radiation related stream) in the employ of the same employer, shall be reclassified to the next available Chief grade.

**19.10.3 Sole allowance**

An employee who is the only person employed in one of the below listed classifications shall be paid, in addition to their appropriate rate, an allowance per week at the rate of 5% of the weekly wage of a UGI grade 1, first year of experience:

- Medical Imaging Technologist
- Radiation Therapy Technologist
- Nuclear Medicine Technologist
- Physiotherapist
- Occupational Therapist
- Speech Pathologist
- Photographer or Illustrator
- Orthoptist
- Podiatrist
- Orthotist/Prosthetist
- Child Psychotherapist
- Medical Librarian
- Medical Record Administrator
- Music Therapist
- Recreation Therapist
- Social Worker
- Cardiac Technologist

**19.10.4 Higher qualifications**

**19.10.4(a)** A health professional who holds an additional post graduate qualification which is of direct relevance to his or her current position or functional work area, shall be paid an allowance of 7.5% of the UGI grade 1, year 3 rate.

**19.10.4(b)** A health professional who holds a doctorate which is of direct relevance to his or her current position or functional work area shall be paid an allowance of 10% of the UG1 grade 1, year 3 rate.

**19.10.5 Chief structures for amalgamated departments in amalgamated hospitals**

**19.10.5(a)** Where hospital departments covered by this award amalgamate as a consequence of a hospital amalgamation the Senior Chief shall be remunerated according to the total numbers of staff in the amalgamated institution in accordance with the provisions of this award.

**19.10.5(b)** In addition each campus will be entitled to a Chief position based on the staff numbers at the site.

**19.10.5(c)** No deputy chief positions will exist under this structure.

**19.10.6** The rates of pay in this award include the safety net adjustment payable under the May 2002 Safety Net Review - Wages decisions [PR002002]. This arbitrated safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous National Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

**19.11 Definitions**

**19.11.1 UG1 definitions (in alphabetical order)**

**19.11.1(a) Cardiac technology**

**19.11.1(a)(i) Cardiac technologist (qualified)**

A person employed as such who holds an appropriate Bachelor of Science Degree, Bachelor of Applied Science Degree or equivalent as recognised by the employer.

**19.11.1(a)(ii) Cardiac technologist grade 2**

A Cardiac Technologist appointed to the grade with additional responsibilities e.g.:

- teaching of cardiac technology students; or
- employed on work which in the opinion of the Chief Cardiac Technologist requires special knowledge or depth of experience, e.g. in echocardiography, electrophysiology, cardiac catheterisation, holtermonitor interpretation; or
- supervision of cardiology staff.

**19.11.1(a)(iii) Cardiac technologist grade 3**

A Cardiac Technologist with at least seven years post graduate experience, possessing extensive knowledge in one or more specific branches of the profession, with a proven record in teaching and/or research, and working in an area that requires high levels of specialised knowledge and performance, as recognised by the employer. Parameters for this position would include some of the following: consultative role, lecturing in their clinical speciality, teaching undergraduate and/or post graduate students and providing education to staff from other disciplines.

**19.11.1(a)(iv) Deputy chief cardiac technologist**

A qualified Cardiac Technologist appointed to assist and to deputise for the Chief Cardiac Technologist:

Grade 1 - where the chief is classified at Grade 2;

Grade 2- where the chief is classified at Grade 3 or higher.

**19.11.1(b) Library**

**19.11.1(b)(i) Medical librarian**

A person who is eligible for professional membership of the Library Association of Australia, i.e., has obtained either a registration certificate of the Library Association of Australia; a Royal Melbourne Institute of Technology or College of Advanced Education degree or diploma in Librarianship; a graduate diploma in Librarianship or the equivalent recognised by the Library Association of Australia.

**19.11.1(b)(ii) Medical librarian grade 2**

A Medical Librarian appointed to the grade with additional responsibilities e.g.:

- a Librarian in a teaching hospital with university clinical departments on site; or
- a Librarian, who is required to apply specialised knowledge, and to be in charge of one or more of the following areas on the recommendation of the Librarian in charge:
  - computerised information retrieval;
  - inter library loans; or
  - another such area recognised by the employer.

**19.11.1(c) Medical imaging technology**

**19.11.1(c)(i) Medical imaging technology trainee**

A person employed in a hospital approved by the Conjoint Board of the College of Radiologists of Australasia and the Australasia Institute of Radiography, and attending the first, second or third year of the diagnostic course of instruction for the Certificate of Competence issued by the Conjoint Board of the College of Radiologists of Australasia and the Australasian Institute of Radiography.

**19.11.1(c)(ii) Medical imaging technologist (qualified)**

A person who possesses a certificate of competence issued by the Conjoint Board of the College of Radiologists of Australasia and the Australasian Institute of Radiography or its equivalent recognised by the Australasian Institute of Radiography and is engaged in diagnostic duties.

**19.11.1(c)(iii) Medical imaging technologist grade 2**

A Medical Imaging Technologist with additional responsibilities e.g.:

- supervision of other medical imaging staff or a section of the department as recognised by the employer, on the recommendation of the Chief Medical Imaging Technologist;



- employed on work which in the opinion of the Chief Medical Imaging Technologist or the Medical Director, requires special knowledge or depth of experience in one or more of the following - ultrasound, computerised tomography or cardio-vascular angiography.

**19.11.1(c)(iv) Medical imaging technologist grade 3**

A Medical Imaging Technologist, with at least seven years post graduate experience, possessing extensive knowledge in one or more specific branches of the profession, with a proven record in teaching and/or research, and working in an area that requires high levels of specialised knowledge and performance, as recognised by the employer. Parameters for this position would include some of the following: consultative role, lecturing in their clinical speciality, teaching undergraduate and/or post graduate students and providing education to staff from other disciplines.

**19.11.1(c)(v) Deputy chief medical imaging technologist**

A qualified Medical Imaging Technologist appointed to assist and to deputise for the Chief Medical Imaging Technologist:

- Grade 1 - Where the Chief is classified at Grade 2.
- Grade 2 - Where the Chief is classified at Grade 3 or higher.

**19.11.1(d) Medical record administration**

**19.11.1(d)(i) Medical record administrator (qualified)**

A person who has passed examinations qualifying him/her for admission as a full graduate of the Medical Record Association of Australia.

**19.11.1(d)(ii) Medical record administrator grade 2**

A Medical Record Administrator appointed to the grade with additional responsibilities e.g.:

- responsible for clinical trial/data management at recognised trials including national and international trials;  
or

- appointed in charge at a department where no other Medical Record Administrator is employed; or
- employed on work which in the opinion of the Chief Medical Record Administrator requires special knowledge and depth of experience.

**19.11.1(d)(iii) Medical records administrator deputy chief grade 1**

A qualified Medical Record Administrator responsible to the Chief Medical Record Administrator (grade 2) and appointed to act as his or her deputy.

**19.11.1(d)(iv) Medical record administrator deputy chief grade 2**

A qualified Medical Record Administrator responsible to the Chief Medical Record Administrator (grade 3) and appointed to act as his or her deputy.

**19.11.1(d)(v) Medical record administrator chief positions**

- **Grade 1**

A person appointed as such and who is a qualified MRA (as defined) and is responsible for the administration and control of the Medical Record Department in which at least one and less than three additional MRA's (as defined) are employed.

- **Grade 2**

A person appointed as such and who is a qualified MRA (as defined) and is responsible for the administration and control of the medical record department in which at least three and less than five additional MRAs (as defined) are employed.

- **Grade 3**

A person appointed as such and who is a qualified MRA (as defined) and is responsible for the administration and control of the medical record department in which more than five additional MRAs (as defined) are employed.

**19.11.1(e) Music therapy**

**19.11.1(e)(i) Music therapist (qualified)**

A person with a tertiary degree or an equivalent qualification in the field of music therapy or such courses recognised by the Australian Music Therapy Association as being equivalent.

**19.11.1(e)(ii) Music therapist grade 2**

A Music Therapist appointed to the grade with additional responsibilities e.g.:

- teaching of therapy students; or
- on the recommendation of the Medical Director is in charge of a music therapy section of the therapy department; or
- holds an equivalent position at a smaller establishment, such as a day hospital/centre, nursing home or community health centre.

**19.11.1(f) Nuclear medicine technology**

**19.11.1(f)(i) Nuclear medicine technology trainee**

A person who is engaged in studies leading to the Diploma of Applied Science (Nuclear Medicine Technology) or its equivalent.

**19.11.1(f)(ii) Nuclear medicine technologist (qualified)**

A person holding the Diploma of Applied Science (Nuclear Medicine Technology) or its equivalent or who is accredited by the Australian and New Zealand Society of Nuclear Medicine.

**19.11.1(f)(iii) Nuclear medicine technologist grade 2**

A Nuclear medicine technologist with additional responsibilities e.g.:

is employed on work which in the opinion of the Chief Nuclear Medicine Technologist requires special knowledge or depth of experience in ultrasound or is responsible for computing services and computer program development within the department.

**19.11.1(f)(iv) Nuclear medicine technologist grade 3**

A Nuclear Medicine Technologist with at least seven years post graduate experience, possessing extensive knowledge in one or more specific branches of the profession, with a proven record in teaching and/or research, and working in an area that requires high levels of specialised knowledge and performance, as recognised by the employer. Parameters for this position would include some of the following: consultative role, lecturing in their clinical speciality, teaching undergraduate and/or post graduate students and providing education to staff from other disciplines.

**19.11.1(f)(v) Deputy chief nuclear medicine technologist**

A qualified Nuclear Medicine Technologist appointed to assist and to deputise for the Chief Nuclear Medicine Technologist:

Grade 1 - Where the Chief is classified at Grade 2

Grade 2- Where the Chief is classified at Grade 3 or higher.

**19.11.1(g) Occupational therapy**

**19.11.1(g)(i) Occupational therapist (qualified)**

A person who is a graduate of an Occupational Therapy Training Centre recognised by both or either the Victorian Association of Occupational Therapists and the World Federation of Occupational Therapists.

**19.11.1(g)(ii) Occupational therapist grade 2**

An Occupational therapist appointed to the grade, with additional responsibilities e.g.:

- teaching of occupational therapy students; or
- on the recommendation of the Chief Occupational Therapist, is in charge of a section of the occupational therapy department recognised by the employer; or
- holds an equivalent position at a smaller establishment, such as a day hospital/centre, nursing home or community health centre.

### **19.11.1(h) Orthoptics**

#### **19.11.1(h)(i) Orthoptist (qualified)**

A person holding a qualification recognised by the Orthoptic Board of Australia.

#### **19.11.1(h)(ii) Orthoptist grade 2**

An Orthoptist appointed to the grade, with additional responsibilities e.g.:

- teaching of orthoptic students; or
- employed on work which in the opinion of the Chief Orthoptist required special knowledge and depth of experience; or
- on the recommendation of the Chief Orthoptist is in charge of a section of the orthoptic department recognised by the employer.

### **19.11.1(i) Orthotics/prosthetics**

#### **19.11.1(i)(i) Orthotist/prosthetist (qualified)**

A person who holds the Diploma in Applied Science (Prosthetics and Orthotics) conferred by the Lincoln Institute of Health Sciences or its equivalent as recognised by the National Certifying Board of the Australian Orthotic/Prosthetic Association.

#### **19.11.1(i)(ii) Orthotist/prosthetist grade 2**

An Orthotist/Prosthetist appointed to the grade, with additional responsibilities e.g.:

- teaching of Orthotist/Prosthetics students; or
- employed on work which in the opinion of the Chief Orthotist/Prosthetics or the Medical Director requires special knowledge and depth of experience in any one or more of the following: scoliosis, cerebral palsy, spinal cord injuries, plastic surgery, or is part of an amputee clinical team; or,
- supervision of a section of the Orthotic/Prosthetic Department recognised by the employer, on the recommendation of the Chief Orthotist/Prosthetist.

**19.11.1(i)(iii) Deputy chief**

A person appointed to deputise for the Chief.

- **Chief**

A person immediately responsible to the Medical Director for the organisation of the department.

- **Grade 1:**

A person in charge of one to three full-time professionals.

- **Grade 2:**

A person in charge of four to eight full-time professionals.

- **Grade 3:**

A person in charge of nine to fourteen full-time professionals.

**19.11.1(j) Photography or illustration**

**19.11.1(j)(i) Medical photographer or illustrator**

A person possessing a diploma or degree in photography or art as recognised by the Australian Institute of Medical and Biological Illustration.

**19.11.1(j)(ii) Medical photographer/illustrator grade 2**

A Medical Photographer/Illustrator appointed to the grade with additional responsibilities e.g.:

- teaching and or supervision of staff; or
- employed on work which in the opinion of the Chief Medical Photographer/Illustrator requires special knowledge or depth of experience.

**19.11.1(k) Physiotherapy**

**19.11.1(k)(i) Physiotherapist (qualified)**

A person holding a degree or diploma issued by or approved by the Physiotherapy Registration Board of Victoria.

**19.11.1(k)(ii) Physiotherapist grade 2**

A Physiotherapist appointed to the grade, with additional responsibilities e.g.:

- teaching of physiotherapy students; or
- employed on work which in the opinion of the Chief Physiotherapist requires special knowledge and depth of experience in any one or more of the following: neurosurgery, surgical thoracic, plastic surgery, cerebral palsy, traumatic spinal cord lesions; or
- on the recommendation of the Chief Physiotherapist is in charge of a section of the physiotherapy department recognised by the employer; or
- holds an equivalent position at a smaller establishment, such as a day hospital/centre, nursing home or community health centre.

**19.11.1(l) Podiatry**

**19.11.1(l)(i) Podiatrist (qualified)**

A person holding a degree or diploma approved by the Podiatrists Registration Board of Victoria.

**19.11.1(l)(ii) Podiatrist grade 2**

A Podiatrist appointed to the grade, with additional responsibilities e.g.:

- teaching of podiatry students; or
- employed on work which in the opinion of the Chief Podiatrist or the employer requires special knowledge or depth of experience in any one or more of the following: diabetes mellitus peripheral vascular disease, cerebrovascular accident, arthroses, orthotic/prosthetic therapy, nail surgery and local anaesthesia; or
- on the recommendation to the Chief Podiatrist is in charge of a Section or Annexe of the Podiatry Department.

### **19.11.1(m) Radiation therapy technology**

#### **19.11.1(m)(i) Radiation therapy technology trainee**

A person employed in a hospital approved by the Conjoint Board of the College of Radiologists of Australasia and the Australasian Institute of Radiography and attending the first, second or third year of the therapy course of instruction for the certificate of competence issued by the Conjoint Board of the College of Radiologists of Australasia and the Australasian Institute of Radiography.

#### **19.11.1(m)(ii) Radiation therapy technologist (qualified)**

A person who possesses a certificate of competence issued by the Conjoint Board of the College of Radiologists of Australasia and the Australasian Institute of Radiography or its equivalent recognised by the Australasian Institute of Radiography and is engaged in therapeutic duties.

#### **19.11.1(m)(iii) Radiation therapy technologist grade 2**

A qualified Radiation Therapy Technologist appointed to this grade who is required to undertake additional responsibilities such as a major tutoring role or a role requiring specialised knowledge in computer technology, simulation or brachytherapy.

##### **19.11.1(m)(iii)(A) Radiation therapy technologist grade 2(a)**

Second in charge of treatment unit - A qualified Radiation Therapy Technologist appointed to this grade and who is required to undertake responsibility additional to that of the grade 1 Radiation Therapy Technologist.

##### **19.11.1(m)(iii)(B) Radiation therapy technologist grade 2(b)**

In charge of a treatment unit - A qualified Radiation Therapy Technologist appointed to this grade and who is in charge of a treatment unit (MVT, DXRT, SXRT), peripheral unit, or planning sub-unit.

##### **19.11.1(m)(iii)(C) Radiation therapy technologist grade 2(c)**

Major administrative role - A qualified Radiation Therapy Technologist appointed to this grade and who undertakes significant administrative or educational responsibility.



**19.11.1(m)(iv) Radiation therapy technologist grade 3**

Assistant department head - A qualified Radiation Therapy Technologist appointed to this grade and who heads up a nominated section, e.g. treatment, planning, education.

**19.11.1(m)(v) Radiation therapy technologist grade 4**

Deputy Head of Radiological Treatment Service - A qualified Radiation Therapy Technologist appointed to this classification.

**19.11.1(m)(vi) Radiation therapy technologist grade 5**

Head of Radiological Treatment Service - A qualified Radiation Therapy Technologist appointed to take charge of the Radiological Treatment Service.

**19.11.1(n) Recreation therapy**

**19.11.1(n)(i) Recreation therapist (qualified)**

A person employed as such with a degree or equivalent in recreation or physical education and employed in a Rehabilitation Hospital, clinic or service, a geriatric home, hospital or centre, hostel giving residential care, nursing home, convalescent home or retirement home, lodge or village.

**19.11.1(n)(ii) Recreation therapist grade 2**

A Recreation Therapist appointed to the grade with additional responsibilities e.g.:

- teaching of therapy students; or
- on the recommendation of the Medical Director is in charge of a recreation therapy section of the therapy department.

**19.11.1(o) Research technology**

**19.11.1(o)(i) Trainee research technologist**

An employee who is engaged as such in a research division of the Cancer Institute and who is engaged in studies leading to an appropriate diploma or degree.

**19.11.1(o)(ii) Research technologist**

An employee who is engaged as such in a research division of the Cancer Institute and who holds an appropriate diploma or degree.

**19.11.1(o)(iii) Research technologist grade 2**

A Research Technologist who is appointed to this grade and who under the general direction of scientific research staff, is required to perform experimental work involving more complex or more specialised activities and requiring the exercise of initiative and judgement, within the general framework of a research program.

**19.11.1(o)(iv) Research technologist grade 3**

A Research Technologist who is appointed to this grade and who in consultation with senior scientific research staff, is required to take charge of experimental work which forms a significant component of one or more major scientific projects.

**19.11.1(p) Social work**

**19.11.1(p)(i) Social worker (qualified)**

A person whose qualifications make him or her eligible for membership of the Australian Association of Social Workers and who is formally employed as a Social Worker.

**19.11.1(p)(ii) Social worker grade 2**

A Social Worker appointed to the grade with additional responsibilities e.g.:

- teaching of social work students; or
- employed on work which in the opinion of the Chief Social Worker requires special knowledge and depth of experience in any one or more of the following:
  - individual and family and/or group practice;
  - program development and management; or
  - research/evaluation.
- On the recommendation of the Chief Social Worker, is in charge of a section of the social work department recognised by the employer.

### **19.11.1(q) Speech pathology**

#### **19.11.1(q)(i) Speech pathologist (qualified)**

A person holding a Bachelor of Applied Science in Speech Pathology from the Lincoln Institute, a licentiateship of the Australian College of Speech Therapists, or an equivalent qualification as recognised by the Australian Association of Speech and Hearing.

#### **19.11.1(q)(ii) Speech pathologist grade 2**

A Speech Pathologist appointed to the grade, with additional responsibilities e.g.:

- supervision of speech pathology students; or
- on the recommendation of the Chief Speech Pathologist is in charge of a section of the speech pathology department recognised by the employer; or
- holds an equivalent position at a smaller establishment, such as a day hospital/centre, nursing home or community health centre.

### **19.11.1(r) General definitions**

#### **19.11.1(r)(i) Senior clinician**

A Physiotherapist, Occupational Therapist or Speech Pathologist or Social Worker with at least seven years experience, possessing specific knowledge in a branch of the profession and working in an area that requires high levels of specialist knowledge as recognised by the employer. Parameters of this position would include some of the following: consultative role, lecturing in their clinical speciality, teaching under graduates and/or post-graduate students and providing education to staff from other disciplines.

#### **19.11.1(r)(ii) All other deputy chief positions**

A person qualified in the profession and appointed to assist and to deputise for the Chief where the Chief is classified at grade 2 or higher.

#### **19.11.1(r)(iii) All other chief positions**

A person appointed as such and immediately responsible to the Medical Director for the organisation of the department and the supervision of staff.

**19.11.1(r)(iv)(A) Chief grade 1**

A person in charge of 1-5 full-time professionals and or other employees totalling at least six in number.

**19.11.1(r)(iv)(B) Chief grade 2**

A person in charge of 6-14 full-time professionals and/or other employees totalling at least fifteen in number.

**19.11.1(r)(iv)(C) Chief grade 3**

A person in charge of 15-24 full-time professionals and/or other employees totalling at least 26 in number.

**19.11.1(r)(iv)(D) Chief grade 4**

A person in charge of 25-39 full-time professionals and/or other employees totalling at least 28 in number.

**19.11.1(r)(iv)(E) Chief grade 5**

A person in charge of 40 and over full-time professionals and/or other employees totally at least 46 in number.

**19.11.2 UG3 definitions**

**19.11.2(a) Medical laboratory technology**

**19.11.2(a)(i) Qualified medical laboratory technician**

A person employed as such who holds a Certificate or Associate Diploma of Applied Science (Medical Laboratory) or equivalent as recognised by the employer.

**19.11.2(a)(ii) Medical laboratory technician trainee**

An employee engaged in studies leading to the above qualification.

**19.11.2(a)(iii) Medical laboratory technician grade 2**

A Medical Laboratory Technician appointed to the grade with additional responsibilities e.g.:

- employed on work which in the opinion of the employer requires special knowledge or depth of experience; or
- has a teaching role.

### **19.11.2(b) Renal dialysis technology**

#### **19.11.2(b)(i) Renal dialysis technician**

An employee who is engaged as such in a renal dialysis unit.

### **19.11.3 Other definitions**

#### **19.11.3(a) Child psychotherapy**

A person employed as such with a relevant tertiary qualification and eligible for membership of the Victorian Child Psychotherapists Associations Inc.

##### **19.11.3(a)(i) Level 1 - child psychotherapist**

- holds a basis bachelor degree in occupational therapy, psychology or social work and has at least two years post graduate clinical experience in a child mental health setting as a pre-requisite for acceptance into psychotherapy training;
- is undertaking a recognised post-graduate study as a Psychotherapist; and
- provides a clinical service under supervision. Provided further that a person classified at level 1 shall have their years of service recognised one, two or three years in advance should they possess an Honours, Masters or Doctorate respectively.

##### **19.11.3(a)(ii) Level 2 - qualified child psychotherapist:**

- has completed a post-graduate course of study in psychotherapy; and
- provides a clinical service.

##### **19.11.3(a)(iii) Level 3 - senior child psychotherapist:**

A person appointed as such. Appointees will provide:

- a specialist clinical service;
- teaching/supervision for employees on a recognised psychotherapy training program;
-

- a psychotherapy component to the Child and Family Psychiatry Department's Continuing Education Program; and
- accept responsibility for a clinical consultation service to professional staff within and external to the hospital.

**19.11.3(a)(iv) Level 4 - principal child psychotherapist:**

- holds a basic bachelor degree in an appropriate field;
- has at least 5-6 years clinical experience since completing a post-graduate course in psychotherapy;
- expected to ensure and maintain the provision of a high professional standard of specialised psychotherapy service delivery;
- is responsible and accountable for the administration of a psychotherapy unit within an organisation;
- is responsible for formulating and implementing policies for the psychotherapy discipline in consultation with the Professor/Director of the Department of Child and Family Psychiatry;
- is responsible for the clinical supervision of qualified psychotherapy staff;
- holds major training responsibilities in one or more of the psychotherapy training schools;
- responsible for initiating and conducting relevant research.

**19.11.3(b) Welfare work**

**Welfare work** within social and community service includes:

- information collection and provision related to benefits and services and community resources available to clients;
- assistance in the resolution of specified problems;
- supportive counselling to clients without complex personal problems;

- direct service provision and care for people in residential settings, day and occasional care settings;
- referral and liaison to other professionals and agencies; and
- community work including the organising of community facilities to meet gaps in services or developing community interest and action in providing for social welfare needs.

**19.11.3(b)(i) Qualified welfare worker**

- A person working in the field of social and community service who is qualified from a tertiary institution after two years' study (one year if admission age is 21 years or over) including major studies in welfare work.
- Provided that an employee covered by this classification may, by way of practical experience in welfare work or related areas of employment, be recognised by notice in writing by his or her employer as coming within the scope of this definition.

**19.11.3(b)(ii) Unqualified welfare worker**

A person employed in welfare work who is not a qualified Welfare Worker.

**19.11.3(b)(iii) Welfare worker class I**

All qualified Welfare Workers, appointed as such, who perform their duties under supervision.

**19.11.3(b)(iv) Welfare worker class II**

All qualified Welfare Workers, who are appointed to work as such, and who have some administrative responsibility, including:

- a Welfare Worker in charge of an agency or department, with a staff of up to three workers covered under this award, or with a staff of at least one worker covered under this award and other employees, totalling at least six in number, who are employed as part of the permanent establishment on a regular monthly contract of employment of at least the normal full-time ordinary hours of such agency or department;

- a sole Welfare Worker who shall have a minimum of twelve months experience (although this condition may be waived by mutual agreement between the employer and employee);
- a Welfare Worker appointed to be responsible for a major activity or group of activities within an agency or department; or
- a Welfare Worker appointed as a Deputy to a Welfare Worker class III.

**19.11.3(b)(v) Welfare worker class III**

All qualified Welfare Workers appointed as such to positions including:

**19.11.3(b)(v)(A)** a Welfare Worker in charge of an agency or department with a staff of more than three and up to seven workers, covered under this award, or with a staff of at least two workers covered under this award, plus other employees totalling twelve in number, who are employed as part of the permanent establishment on a regular monthly contract of employment of at least the normal full-time ordinary hours of such agency or department;

**19.11.3(b)(v)(B)** a Welfare Worker appointed as a deputy to a Welfare Worker class IV;

**19.11.3(b)(v)(C)** a Welfare Worker in a position which requires special skill and experience and where the responsibilities are mutually agreed by the employer and employee to be equal to those of a Welfare Worker appointed under 19.11.3(b)(v)(A).

**19.11.3(b)(vi) Welfare worker class IV**

All qualified Welfare Workers appointed as such who have a senior administrative responsibility including:

**19.11.3(b)(vi)(A)** a Welfare Worker in charge of an agency or department with a staff of eight or more workers, covered under this award, or with a staff of at least six workers covered under this award, plus other employees totalling at least thirteen in number who are employed as part of the permanent establishment on a regular monthly contract of employment of at least the normal full-time ordinary hours of such agency or department;



**19.11.3(b)(vi)(B)** any Welfare Worker employed in a position the responsibilities of which are mutually agreed by the employer and the employee to be equal to those of a Welfare Worker employed under 19.11.3(b)(vi)(A).

**19.11.3(c) Community development worker**

**19.11.3(c)(i)** **Community** means a group defined in geographical, cultural, economic, social, demographic, special interest, and/or political terms and is deemed to include those based on gender, race, ethnicity, disability, workplace, residence or age and may be self-defined.

**19.11.3(c)(ii)** **Community development work** means working with a community to address issues, needs and problems for that community through facilitating collective solutions, by the use of one or more of the following:

- research and analysis of community issues, needs or problems;
- development and maintenance of community resources;
- community organisation;
- development, maintenance and evaluation of community programs;
- community policy development, interpretation and implementation;
- community planning;
- representation, advocacy, negotiation and mediation within and between communities, agencies, institutions and government;
- development and maintenance of networks;
- liaison with community groups, other workers and professional, agencies and government;
- development and transfer of skills and knowledge in community organisation, community education, advocacy, resource development, cultural awareness and other relevant areas, within the community;

- public and community education and public relations;
- preparation and distribution of written, audio-visual and other material as required;
- administrative tasks associated with the maintenance of community projects including preparation of submissions, reports of financial documentation;
- assisting individual members of a community in relation to other professionals, institutions, community agencies, government and other bodies; and
- community campaign development and organisation, but excluding the predominant use of direct service delivery to clients, individual casework and counselling.

**19.11.3(c)(iii) Community development worker**

Any person (however titled) carrying out community development work in:

- community or neighbourhood houses and learning centres;
- community housing or tenant's rights services or projects;
- equal opportunity or affirmative action projects;
- women's service or projects;
- disabilities rights projects and services for people with disabilities;
- community financial counselling services, community legal services, social justice services or projects, community health and occupational health and safety projects;
- self-help groups or projects;
- environmental action groups or projects;
- community information projects or services;
- community arts, writing, theatre or other cultural projects;

- international aid agencies or projects;
- any agency, group, project or service including the following:
  - Aboriginal Community Workers, including Aboriginal Health Liaison Officers;
  - Ethnic Community Workers (however titled), including ethnic health workers;
  - Community Education Officers.

**19.11.3(c)(iv) Qualified community development worker**

- An employee engaged in Community Development Work who holds a post-secondary qualification in Community Work, community education multicultural or ethnic studies, Aboriginal studies, urban studies, Community or Welfare Administration (all however titled) or a related and relevant post secondary qualification from a post-secondary educational institution.
- For the purposes of this part of this award, post-secondary qualifications in Social Work, Welfare Work and Youth Work (however titled) are recognised as relevant qualifications.
- Provided that an employee covered by this part of this award may, by way of practical experience and skills in community development work, or related areas of employment, be recognised by notice in writing by her/his employer as coming within the scope of this definition.
- Provided further, that an Indigenous Community Worker who has participated in relevant short courses of training in the practical skills of Community Development Work be deemed to be a Qualified Community Development Worker when engaged in Community Development Work with or within his or her indigenous community.

**19.11.3(c)(v) Unqualified community development worker**

An employee engaged in Community Development Work who is not a qualified Community Development Worker.

**19.11.3(c)(vi) Indigenous community development worker**

An employee who:

- has direct life experience in and as a member of a particular community (as defined) from which the employee is drawn and in which she or he is working;
- has knowledge, skills and experience of the culture in which she or he belongs; and
- has fluency in the community language/s (where relevant).

An **Indigenous community worker** is deemed to include an aboriginal worker working with an aboriginal community, an ethnic worker working with the relevant ethnic community and a self-help worker employed to work with the self-help community from which she or he came.

**19.11.3(c)(vii) Community development worker class I**

All persons who are performing community development work under the direct supervision of more experienced community development workers who must be based in the same workplace as the persons being supervised.

**19.11.3(c)(viii) Community development worker class II**

All persons who are performing community development work who are not working under the direct supervision of a more experienced Community Development Worker and includes a Sole Community Development Worker employed in a workplace or one who has unsupervised administrative responsibilities.

**19.11.3(c)(ix) Community development worker class III**

All persons performing community development work who are required to provide direct supervision of other Community Development Workers, Administrative or Support Workers. A community development worker employed in a position which requires special skill and experience and where the responsibilities are mutually agreed by the employer and employee to be equal to those of a Community Development Worker class III may be employed as such.

### **19.11.3(d) Youth worker**

**19.11.3(d)(i)** **Youth work** means working with or for young people towards their personal and social development during their transition from childhood to adulthood, by use of one or more of the following functions, and shall include:

- collection and distribution of materials and information pursuant to their development and need;
- assistance in the resolution of specific problems;
- provision of activities and facility management for leisure time;
- liaison with and referral to other professionals and agencies;
- supportive counselling to young people with personal problems or those confronting crisis; and
- coordination of activities or facilities for the development of independent living skills.

### **19.11.3(d)(ii) Qualified youth worker**

- An employee engaged in youth work (as defined) who holds a Diploma in Youth Studies (however titled) or a related tertiary qualification which requires at least three years study at a university or college of advanced education with a major in the group dynamics and behavioural studies area.
- Provided that an employee may, by way of practical experience in youth work or related areas of employment, be recognised by notice in writing by his or her employer as coming within the scope of this definition.

### **19.11.3(e) Technical officer**

All work levels are performed in a biomedical engineering or medical physics environment and are concerned with the management or repair/calibration and clinical use of hospital based technology.

### **19.11.3(e)(i) Technical officer grade 1**

With close technical guidance, and as a Technical Practitioner, perform straightforward relevant tasks.

**19.11.3(e)(ii) Technical officer grade 2**

With technical guidance, and as a Technical Practitioner, perform straightforward relevant tasks or activities.

**19.11.3(e)(iii) Technical officer grade 3**

With limited guidance, and as a Technical Practitioner, perform straightforward relevant tasks, activities or functions of a moderately complex nature.

**19.11.3(e)(iv) Technical officer grade 4**

With limited guidance or within broad guidelines perform activities or functions either as a Technical Practitioner, Technical Specialist or a Technical Manager at moderately to very complex levels with limited management responsibility and corporate impact.

**19.11.3(f) Biomedical technology**

**19.11.3(f)(i) Biomedical technologist**

A person with diploma qualifications or their equivalent who is principally involved in duties including construction, maintenance, inspections, acceptance tests and quality tests on biomedical equipment and who provides other hospital staff with advice concerning suitability, reliability and correct use of biomedical equipment.

**19.11.3(f)(ii) Biomedical technologist radiation**

A person with diploma qualifications or equivalent who is principally involved in duties including the construction, maintenance, tests, inspections, acceptance tests and quality tests on biomedical radiation equipment and who provides other hospital staff with advice concerning suitability, reliability and correct usage of biomedical radiation equipment.

**19.11.3(f)(iii) Client adviser/rehabilitation consultant**

A person employed as a Client Adviser/Rehabilitation Consultant who possesses an appropriate degree in the health welfare or vocational fields.

**19.11.3(f)(iv) Grade 2 client adviser/rehabilitation consultant**

A qualified Client adviser/rehabilitation consultant appointed to the grade with additional responsibilities, e.g. employed on work which in the opinion of the employer requires special knowledge or depth of experience in the rehabilitation area.

**19.11.3(f)(v) Grade 3 senior clinician or senior client adviser/rehabilitation consultant**

**19.11.3(f)(v)(A)** A Senior clinician is a qualified Client Adviser/Rehabilitation Consultant with at least seven years' experience, possessing specific knowledge in a branch of the profession and working in an area that requires high levels of specialist knowledge as recognised by the employer. Parameters of this position would include some of the following: consultative role, lecturing in their clinical specialty, teaching under-graduates and/or post-graduate students and providing education to staff from other disciplines.

**19.11.3(f)(v)(B)** A Senior Client Adviser or Rehabilitation Consultant is a qualified Client Adviser/Rehabilitation Consultant who has at least seven years' experience and/or experience in the rehabilitation process deemed satisfactory by the employer and who undertakes additional responsibility in regards to administration and supervision of staff and/or management.

**19.11.3(f)(vi) Grade 4 principal client adviser/rehabilitation consultant**

A Principal Client Adviser/Rehabilitation Consultant has responsibility for the overall rehabilitation process and/or service delivery.

**19.11.3(g) Health aide**

The Health aide is a non-professional health care worker who works within the philosophy and objectives of the RDNS. The Health aide works under the instruction, guidance and supervision of a registered nurse who is continually accountable for the performance of the Health aide, and retains all responsibility for the care administered by the Health aide to the RDNS patients.

## **20. HIGHER DUTIES**

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

## **21. PAYMENT OF WAGES**

Wages shall be paid not later than Thursday following the end of the pay period. On or prior to the pay day the employer shall state to each employee in writing the amount of wages to which he or she is entitled, the amount of deductions therefrom, and the net amount being paid to him or her.

## **22. DEDUCTIONS AND ALLOWANCES**

### **22.1 Deduction for board and lodging**

Where the employer provides board and lodging and same is utilized by the employee, the wage rates prescribed in this award shall be reduced by the following amounts per week:

	\$
Trainees and juniors	10.20
Others	23.10
Self-contained furnished accommodation	35.40

and, except where the employee buys his or her meals at ruling cafeteria rates, by an additional amount of \$14.80.

### **22.2 Meal allowance**

An employee shall be paid an allowance of \$8.95. This shall not apply when a meal is supplied at the cost of the employer.

**22.2.1** when overtime in excess of one hour is worked after the usual time of ceasing work for the day; or

**22.2.2** when recalled to duty outside of usual working hours for a period in excess of two hours, and when the time of such recall coincides with or over-runs normal hospital meal time.



### **22.3 Telephone allowance**

Where the employer requires an employee to install and or maintain a telephone for the purposes of being on call the employer shall reimburse the installation costs and the subsequent six monthly rental charges on production of receipted accounts.

### **22.4 Sleepover allowance**

**22.4.1** Where an employer requires an employee to sleepover on the employer's premises for a period outside that of the employee's normal rostered hours of duty, the employee shall be entitled to an amount of \$42.33 for Social Workers and Community Development Worker, \$37.59 for Youth Workers, \$34.40 for Welfare Workers and \$38.88 for all other employees.

**22.4.2** This payment shall be deemed to provide compensation for the sleepover and also to include compensation for all work necessarily undertaken by an employee up to a total of one hour's duration. Any work necessarily performed by the employee in excess of one hour during his or her sleepover shall attract the appropriate overtime payment as specified in clause 28 - Overtime.

## **23. OCCUPATIONAL SUPERANNUATION**

### **Preamble**

### **23.1 Superannuation legislation**

**23.1.1** The subject of superannuation is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

**23.1.2** Notwithstanding 23.1.1, the following provisions shall also apply.

### **23.2 Definitions**

**23.2.1** **The fund** for the purpose of this clause shall mean the:

**23.2.1(a)** Health Employees Superannuation Trust of Australia established and governed by a trust deed dated 30 July 1987, as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto; or

**23.2.1(b)** subject to the agreement of the union and its members, an employer sponsored fund which complies with the *Superannuation Industry (Supervision) Act 1993* as amended from time to time.

**23.2.2** **Ordinary time earnings** for the purposes of this clause, all references to ordinary time earnings shall mean and include:

**23.2.2(a)** remuneration for a worker's weekly number of hours of work calculated at the ordinary time rate of pay;

**23.2.2(b)** the cash value of any deduction for board and lodging;

**23.2.2(c)** over-award payments for ordinary hours of work.

**23.2.2(d)** shift work premiums;

**23.2.2(e)** Saturday and Sunday premiums, where they are part of regular work;

**23.2.2(f)** leading hand allowance;

**23.2.2(g)** supplementary payment;

**23.2.2(h)** service grant; and

**23.2.2(i)** tool allowance (where it is paid as part of regular work).

### **23.3 Employers to become a party to the fund**

**23.3.1** A respondent employer shall make application to the Fund to become a participating employer in the Fund and shall become a participating employer upon acceptance by the Trustee of the Fund.

**23.3.2** A respondent employer shall provide each employee who is not a member of the Fund with a membership application form upon commencement of this clause and thereafter upon commencement of employment.

**23.3.3** Each employee shall be required to complete the membership application and the employer shall forward the completed application to the Fund by the end of the calendar month of commencement of this clause or commencement of employment.

### **23.4 Eligibility of employees**

**23.4.1** Each employee shall be eligible to join the Fund upon commencement of employment.

**23.4.2** Each employee shall be eligible to receive contributions from the date of eligibility, notwithstanding the date the membership application prescribed in 23.3.3 was forwarded to the Fund.

### **23.5 Employer contributions on behalf of each employee**

**23.5.1** A respondent employer shall contribute to the Fund such contributions as required to comply with the *Superannuation Guarantee (Administration) Act 1992* and *Superannuation Guarantee Charge Act 1992* as amended from time to time.

**23.5.2** In accordance with the requirements of the relevant Acts, as mentioned, a respondent employer shall not be required to pay superannuation contributions in respect of employees who earn less than \$450.00 in a calendar month or upon reaching the age of sixty five.

**23.5.3** The amount of contributions to the Fund shall be calculated to the nearest ten cents, any fraction below five cents shall be disregarded.

**23.5.4** Such contributions shall be made monthly by the last day of the month following, the total of the weekly contribution amounts accruing in the previous month in respect of each employee.

**23.5.5** The Fund and the amount of contributions paid in accordance with this clause and 23.8 shall be included in pay advice notices provided by employers to each employee.

**23.5.6** Contributions shall continue to be paid in accordance with this clause during any period in respect of which any employee is entitled to receive accident pay in accordance with clause 42 - Accident pay.

### **23.6 Unpaid absences**

Except as where specified in the rule of the Fund, contributions by respondent employers in respect of unpaid absences will be proportional to the wage received by the employee concerned in a particular pay period. For the purposes of this clause, each pay period will stand alone. Accordingly, unpaid absences in one pay period will not carry over to another pay period.

### **23.7 Cessation of contributions**

A respondent employer's obligation to make contributions on behalf of the employee ceases on the last day of employment of the employee with the employer.

## **23.8 Employee contributions**

- 23.8.1** An employee may make contributions to the Fund in addition to those made by the respondent employer under 23.5.
- 23.8.2** An employee who wishes to make additional contributions must authorise the respondent employer in writing to pay into the Fund, from the employee's wages, amounts specified by the employee in accordance with the Fund Trust Deed and Rules.
- 23.8.3** An employer who receives written authorisation from an employee, must commence making payments into the Fund on behalf of the employee within fourteen days of receiving the authorisation.
- 23.8.4** An employee may vary his or her additional contributions by a written authorisation and the employer must alter the additional contributions within fourteen days of receiving the authorisation. An employee may only vary his or her additional contributions once each month.
- 23.8.5** Additional employee contributions to the Fund requested under this clause shall be expressed in whole dollars.

## **23.9 Exemptions**

- 23.9.1** This clause shall not apply to any employer who contributes to the Hospitals' Superannuation Board Fund in respect of their employees.
- 23.9.2** A respondent employer may make application for exemption from 23.5 in respect of contributions to the Fund for employees who are not members of the union.
- 23.9.3** Applications for exemption shall be determined in accordance with the Superannuation Test Case [Print R7700] or any decision made in succession thereto.
- 23.9.4** It is recorded that the scheme specified in the first column hereunder is a scheme to which this clause applies and that the agreement of the union and its members has effect on or after the date correspondingly set out in the second column hereunder.

Name of scheme	Date of effect of union agreement
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## **PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK**

### **24. HOURS OF WORK**

**24.1** The hours for an ordinary week's work shall be 38, or an average of 38 per week in a two or four week period, or by mutual agreement in a five week period in the case of an employee working ten hour shifts, and shall be worked either:

**24.1.1** subject to practicability, in 152 hours per four week period, to be worked as nineteen shifts each of eight hours; or

**24.1.2** by mutual agreement:

**24.1.2(a)** in four days in shifts of not more than ten hours each; or

**24.1.2(b)** otherwise, provided that the length of any ordinary shift shall not exceed ten hours.

**24.1.3** Subject to the roster provisions, 80 hours may be worked in any two consecutive weeks, but not more than 50 ordinary hours may be worked in any one of such weeks.

### **24.2 Averaging**

**24.2.1** For all purposes the hourly rate is deemed to be the weekly rate prescribed by clause 19 - Wage rates divided by 38, provided that where the averaging system is used by full-time employees, an employee's ordinary wage for ordinary hours is deemed to be the weekly rate prescribed in clause 19 - Wage rates, and shall be paid each week even though more or less than 38 ordinary hours are worked in that week.

**Note:** An employee shall accrue a credit for each day in which he or she works ordinary hours in excess of the daily average of seven hours 36 minutes. The credit is carried forward so that in each cycle an accrued day off is paid.

**24.2.2** All paid leave accrues the credit in 24.2.1.

**24.2.3** A paid leave day shall be identical to a worked day.

**24.2.4** The deduction from leave credits shall be the same as the actual ordinary hours which would have been worked on that day.

**24.2.5** An employee who is absent from ordinary duty on unpaid leave shall accrue the appropriate credit without pay for the accrued day off.

## **25. MEAL INTERVAL**

**25.1** A meal interval of not more than 60 minutes shall be allowed during each rostered period of duty (Monday to Friday inclusive) to employees other than those working shift duty which shall not be counted as time worked.

**25.2** A meal interval of not more than 30 minutes per shift shall be allowed whenever possible for employees rostered for shift duty and shall be counted as time worked whether or not the meal interval is taken.

## **26. REST PERIOD**

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

## **27. DUTY ROSTER**

A roster setting out hours of duty, on-call requirements, meal times, commencing times, finishing times, weekend duty, night duty and other such duty where applicable and as prescribed by the employer within the provisions of this award shall be kept posted in some readily accessible section of the building for viewing by persons thereat employed and subject to this award. The roster shall be posted at least three days prior to becoming effective. It shall only be altered on account of sickness or other pressing emergency.

## **28. OVERTIME**

**28.1** An employer may require an employee to work reasonable overtime and such employee shall work overtime in accordance with such requirement.

**28.2** An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

**28.2.1** any risk to employee health and safety;

**28.2.2** the employees personal circumstances including any family responsibilities;

**28.2.3** the needs of the workplace or enterprise;

**28.2.4** the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and

**28.2.5** any other reasonable matter.

**28.3** Only overtime authorised by the employer shall be paid for and the following rates of overtime shall apply:

- 28.3.1** In excess of ordinary hours of work on any one day - time and a half for the first two hours and double time thereafter.
- 28.3.2** Outside a spread of twelve hours from the commencement of the rostered period of duty - double time.
- 28.3.3** Outside a spread of ten hours from the commencement of work by an employee rostered to work broken shifts - time and a half and outside a spread of twelve hours - double time.
- 28.3.4** In the event of an employee being recalled to duty for any period during an off-duty period such employee shall be paid from the time of receiving the recall until the time of returning to the place from which he or she was recalled with a minimum of two hours payment for each recall, at the following rates:
- 28.3.4(a)** within a spread of twelve hours from the commencement of the last previous period of ordinary duty - time and half;
  - 28.3.4(b)** outside a spread of twelve hours from the commencement of the last period of ordinary duty - double time;
  - 28.3.4(c)** by mutual agreement with the employer an employee shall be allowed to take time off in lieu of overtime.
- 28.4** Notwithstanding provisions elsewhere in the award, the employer and the majority of employees at an enterprise may agree to establish a system of time off in lieu of overtime provided that:
- 28.4.1** An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.
  - 28.4.2** Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is, an hour for each hour worked.
  - 28.4.3** An employer shall, if requested by an employee, provide payment at the rate provided for the payment of overtime as prescribed in 28.2, for any overtime worked under this clause where such time has not been taken within four weeks of accrual.
  - 28.4.4** Clause 28.4 is subject to the employer informing the union of its intention to introduce an enterprise system of time off in lieu of overtime flexibility, and providing a reasonable opportunity for the union to participate in negotiations.
  - 28.4.5** Once a decision has been taken to introduce an enterprise system of time off in lieu, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to regulations 131A-131R of the *Workplace Relations Regulations*.

**28.4.6** An employer shall record time off in lieu arrangements in the time and wages book.

**28.5** Notwithstanding anything contained in clause 41 - Trainee supervision, any trainee may, due to medical emergency, be required to work reasonable overtime or shift duty at the discretion of the employer. Such overtime or shift duty shall be subject to the rates and/or allowances provided for elsewhere in this award.

## **29. ON CALL/ RECALL ALLOWANCE**

**29.1** An on call allowance of 2.5% of the rate for UG1 grade 1, year 2 shall be paid to an employee in respect to any 24 hour period or part thereof during which the employee is on call during the period commencing from the time of finishing ordinary duty on Monday and the termination of ordinary duty on Friday.

**29.2** The allowance shall be 5% of the rate for UG1 grade 1 year 2 in respect to any other 24 hour period or part thereof or any public holiday or part thereof.

**29.3** When recall work is necessary it should be so arranged that employees have at least eight consecutive hours off duty between midnight and the commencement of the next period of ordinary duty.

**29.4** An employee who works so much recall between midnight and the commencement of his or her next succeeding rostered period of duty that they would not have at least eight consecutive hours off duty between those times shall, subject to this clause, be released after completion of such recall worked until he or she has had eight consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

**29.5** If on the instructions of his or her employer, such an employee resumes or continues work without having had such eight consecutive hours off duty he or she shall be paid at the rate of double time until he or she is released from duty for such rest period and he or she shall then be entitled to be absent until he or she has had eight consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence. If an employee resumes work of his or her own volition overtime will be computed in terms of clause 28 - Overtime. An employee whom resumes work voluntarily shall be entitled without loss of pay to attend to ablution and sustenance matters.

## **30. SHIFT WORK ALLOWANCE**

**30.1** In addition to any other rates prescribed elsewhere in this award 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% of the rate applicable to first year of experience after qualifications for that employee per rostered period of duty.



**30.2** Provided that in the case of an employee working on any rostered hours of ordinary duty finishing on the day after commencing duty or commencing after midnight and before 5.00 a.m. he or she shall be paid for any such period of duty an amount equal to 4% of the rate applicable to the first year of experience for that employee, and provided further that in the case of an employee permanently working on any such rostered hours of ordinary duty he or she shall be paid for any such period of duty an amount equal to 5% of the rate applicable to the first year of experience for that employee. **Permanently working** shall mean working for any period in excess of four consecutive weeks.

**30.3** Provided further that in the case of an employee who changes from working on one shift to working on another shift the time of commencement of which differs by four hours or more from that the first he or she shall be paid an amount equal to 4% of the rate applicable to the first year of experience for that employee on the occasion of each such change in addition to any amount payable under the preceding provisions of this clause.

**30.4** The allowances payable pursuant to this clause shall be calculated to the nearest five cents, portions of a cent being disregarded.

### **31. SPECIAL RATES FOR SATURDAYS AND SUNDAYS**

**31.1** All rostered time of ordinary duty performed on Saturday or Sunday shall be paid for at the rate of time and a half.

**31.2** Where Saturday or Sunday duties are required to be carried out in excess of the week's work such duties are to be paid at the rate of double time.

**31.3** Any recall to duty on a Saturday or Sunday shall be paid in accordance with clauses 28 - Overtime or 29 - On call/recall, as applicable.

**31.4** By mutual agreement with the employer an employee shall be allowed to take time off in lieu of overtime.

### **32. SUMMERTIME**

**32.1** Notwithstanding anything contained elsewhere in this award, where by reason of legislation summer time is prescribed as being in advance of the standard time, the length of any shift:

**32.1.1** commencing before the time prescribed pursuant to the relevant legislation for the commencement of a summer time period; and

**32.1.2** commencing on or before the time prescribed pursuant to such legislation for the termination of a summer time period,

shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end thereof, the time of the clock in each case to be set to the time fixed pursuant to the legislation.

**32.2** In this clause the expressions **standard time** and **summer time** shall bear the same meanings as are prescribed by legislation, and **legislation** shall mean the *Summer Time Act 1972* as amended or as substituted.

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

### **33. ANNUAL LEAVE**

#### **33.1 Period of leave**

An employee who has been in the service of the same employer for a period of not less than twelve months shall be entitled to 152 hours leave on ordinary pay.

#### **33.2 Annual leave exclusive of public holidays**

The annual leave prescribed in 33.1 shall be exclusive of any of the holidays prescribed by clause 37 - Public holidays and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

#### **33.3 Leave to be taken**

The annual leave provided for by this clause shall be allowed and shall be taken and except as provided by 33.7 payment shall not be made or accepted in lieu of annual leave.

#### **33.4 Time of taking leave**

Annual leave shall be given at a time determined by mutual agreement between the employer and the employee within a period not exceeding six months from the date when the right to annual leave accrued and after not less than two weeks' notice to the employee.

### **33.5 Leave allowed before due date**

**33.5.1** An employer may allow annual leave to an employee before the right thereto has accrued due, but where leave is taken in such a case a further period of annual leave shall not commence to accrue until after the expiration of the twelve months in respect of which annual leave had been taken before it accrued.

**33.5.2** Where leave has been granted to an employee pursuant to this clause before the right thereto has accrued due, and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve months' continuous service in respect of which the leave was granted, and the sum paid by the employer to the employee as ordinary pay for the annual leave or part so taken in advance exceeds the sum which the employer is required to pay under 33.7, the employer shall not be liable to make any payment to the employee under 33.7 and shall be entitled to deduct the amount of such excess from any remuneration payable to the employee upon termination of the employment.

### **33.6 Payment for period of leave**

Each employee before going on leave shall be paid for the period of such leave provided the period is not less than one week.

### **33.7 Proportionate leave**

**33.7.1** Where the employment of any employee is terminated at the end of a period of employment of less than twelve months the employer shall forthwith pay to the employee, in addition to all other amounts due to him, and an amount equal to 4/48ths of his or her ordinary pay for that period thereafter.

**33.7.2** Payment for pro rata leave for a part-time employee on termination shall be based on the average number of ordinary hours per week over the period for which a payment is due.

**33.7.3** A weekend worker whose employment with an employer is terminated at the end of a period of employment which is less than one year computed from the date of commencement of the employment, or the date upon which the employee last becomes entitled to annual leave from that employer, shall be paid in addition to any other amounts due to him or her, an amount equal to 1/48th of his or her ordinary pay in respect of that period of employment.

### **33.8 Weekend worker**

**33.8.1** For the purposes of this award **weekend worker** shall mean any employee who in any one year of employment works a portion of his or her ordinary hours on a weekend.

**33.8.2** A weekend worker who works on ten or more weekends during the yearly period in respect of which his or her leave accrues shall be allowed one week's leave additional to the leave herein before prescribed.

**33.8.3** Subclauses 33.8.1 and 33.8.2 shall not apply to any weekend on which the employee works four hours or less.

**33.9 Annual leave loading**

An employee entitled to annual leave (including proportionate leave) shall be paid an annual leave loading of 17-1/2% of the ordinary weekly rate of pay for the classification at which the employee is employed at the commencement of their annual leave, up to a maximum annual base salary of \$56,435.

**33.10 Sickness during annual leave**

Where an employee becomes sick whilst on annual leave for a period of not less than five days on which he or she would otherwise have worked, and immediately forwards to the employer a certificate of a legally qualified medical practitioner, then the number of days not less than five specified in this certificate shall be deducted from any sick leave entitlement standing to the employee's credit, and shall be re-credited to his or her annual leave entitlement.

**33.11 Single day leave**

Notwithstanding provisions elsewhere in the award, the employer and the majority of employees at an enterprise may agree to establish a system of single day annual leave absences, provided that:

**33.11.1** an employee may elect, with the consent of the employer, to take annual leave in single day periods or part of a single day not exceeding a total of five days in any calendar year at a time or times agreed between them.

Provided that the employer shall inform the union where it has members employed at the particular enterprise of its intention to introduce an enterprise system of annual leave flexibility, and the employer shall provide a reasonable opportunity for the union(s) to participate in negotiations.

**33.11.2** Access to annual leave, as prescribed in 33.11.1, shall be exclusive of any shutdown period provided for elsewhere under this award.

**33.11.3** An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

**33.11.4** Once a decision has been taken to introduce an enterprise system of single day annual leave, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to regulations 131A - 131R of the *Workplace Relations Regulations*.

## **34. PERSONAL/CARERS LEAVE**

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

An employee, other than a casual employee, is entitled to the following amount of paid personal/carer's leave:

**34.1.1** up to 121 hours and 36 minutes in the first year of service;

**34.1.2** up to 136 hours and 48 minutes in each year in the second, third and fourth years of service;

**34.1.3** up to 190 hours in the fifth and following years of service.

### **34.2 Immediate family or household**

**34.2.1** The entitlement to use bereavement leave and carer's leave in accordance with this clause is subject to the person being either a member of the employee's immediate family or a member of the employee's household.

**34.2.2** The term **immediate family** includes:

**34.2.2(a)** Spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; and

**34.2.2(b)** Child or an adult child (including an adopted child, a step-child or an ex-nuptial child), parent (including parent-in-law), grandparent, grandchild or sibling of the employee or spouse of the employee.

### **34.3 Personal sick leave**

**34.3.1** An employee is entitled to the following amount of paid leave for absence due to personal illness or injury:

**34.3.1(a)** up to seven hours 36 minutes for each month of service in the 1st year of service;

**34.3.1(b)** up to 106 hours 24 minutes each year in the 2nd, 3rd and 4th year of service;

**34.3.1(c)** thereafter, 159 hours 36 minutes in each year.

Provided that such illness is certified by a legally qualified medical practitioner or is evidenced by the production of a statutory declaration signed by the employee and such certificate or statutory declaration is tendered to the employer within 48 hours of the commencement of such absence.

**34.3.2** Leave taken by an employee under 34.3.1 is deducted from the amount of personal/carer's leave under 34.1.

**34.3.3** An employee may be absent for one day on sick leave without furnishing evidence of such sickness on not more than three occasions in any one year.

**34.3.4** An employee shall be entitled to the benefits in 34.3.1 and 33.3.3, subject to the following conditions and limitations:

**34.3.4(a)** The employee shall, at least two hours before his or her time rostered to commence duty on the first day of absence, inform the employer of his or her inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence; or

**34.3.4(b)** The employee shall prove to the satisfaction of the employer that he or she was unable, on account of the injury or illness, to notify the employer as required under 34.3.4(a) .

**34.3.4(c)** 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.

#### **34.4 Cumulative sick leave**

**34.4.1** An employee is entitled to use accumulated sick leave for personal sickness if the employee has already used the current year's sick leave component of the personal/carer's leave entitlement as personal sick leave or the current year's aggregated personal/carers' leave entitlement.

**34.4.2** Sick leave entitlements which are untaken at the completion of the year shall accumulate on the following scale taking into account the balance of personal/carer's leave provided that such remaining leave does not exceed the quantum of sick leave specified below less any personal sick leave or carer's leave taken by the employee during the year:

**34.4.2(a)** up to seven hours and 36 minutes for each month of service in the first year of service;

**34.4.2(b)** up to 106 hours and 24 minutes in each year in the second, third and fourth years of service; and

**34.4.2(c)** up to 159 hours and 36 minutes in the fifth and following years of service.

**34.4.3** Accumulated sick leave shall be transferable within the field of employment in any hospital, benevolent home, community health centre, Society or Association registered pursuant to the *Health Services Act 1988* (or the former *Hospitals and Charities Act 1958*) or the Cancer Institute (constituted under the *Cancer Act 1958*). Provided that an employee shall, within two weeks of commencing employment, make a written declaration or produce a written statement acceptable to the employer as to what sick leave has been taken during the period of his or her previous employment.

**34.4.4** An employee who contracts an infectious disease in the course of his or her duties and who is entitled to receive workers compensation shall have any difference between workers compensation and his or her ordinary salary made up by the Institution up to but not exceeding three months. An employee who contracts an infectious disease in the course of his or her duties and having same certified to by the Medical Superintendent or by a Medical Practitioner approved by the Institution (and who is not entitled to receive Workers Compensation) shall receive full pay during the necessary period off duty up to but not exceeding three months. Sick pay granted under this clause shall not be debited against any sick leave which the employee may have become entitled to under the preceding clauses.

**34.4.5** All sick leave accrued to the date of this award shall be deemed to be accumulated and transferable as in 34.3.1.

**34.4.6** For the purpose of this clause a working day shall be one of seven hours 36 minutes.

#### **34.5 Bereavement/compassionate leave**

**34.5.1** An employee is entitled to four days' paid leave annually if a member of the employee's immediate family or household within Australia dies/is seriously ill or, outside Australia, dies.

**34.5.2** Each day or part of a day used under 34.5.1 is deducted from the amount of personal/carer's leave under 34.1.

**34.5.3** An employee is entitled to use accumulated sick leave as paid bereavement leave/compassionate leave up to four days annually when a member of the employee's immediate family or household in Australia dies/is seriously ill or, outside Australia, dies, if the employee has already used the current year's personal/carer's leave entitlement under 34.1.

**34.5.4** An employee is entitled to use unpaid leave up to four days annually when a member of the employee's immediate family or household in Australia dies/is seriously ill or, outside Australia, dies, if the employee has already used the current year's personal/carer's leave entitlement under 34.1 and no accumulated sick leave is available.

**34.5.5** Proof of death must be provided to the satisfaction of the employer, if requested.

#### **34.6 Carer's leave**

**34.6.1** An employee with responsibilities in relation to either members of their immediate family or household who need their care and support is entitled to use up to five days per annum of their personal/carer's leave entitlement to provide care and support for such persons when they are ill. Leave may be taken for part of a single day.

**34.6.2** The entitlement to use personal/career's leave is subject to the employee being responsible for the care of the person concerned.

**34.6.3** The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.

**34.6.4** In normal circumstances an employee must not take carer's leave under this clause where another person has taken leave to care for the same person.

**34.6.5** The employee must, where practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee/officer to give prior notice of absence, the employee must notify the employer by telephone of such absence at the first opportunity on the day of absence.

**34.6.6** Each day or part of a day carer's leave taken in accordance with 34.6.1 is to be deducted from the amount of personal/carer's leave provided in 34.1 up to a maximum of five days per annum.

**34.6.7** An employee is entitled to use accumulated sick leave as paid carer's leave if the employee has used the current year's personal/carer's leave entitlement. An exception to this is where an employee has already taken five days carer's leave in the current year.



### **34.7 Unpaid carer's leave**

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family or household member who is ill.

### **34.8 Make-up time**

Notwithstanding provisions elsewhere in the award, the employer and the majority of employees at an enterprise may agree to establish a system of make-up time provided that:

- 34.8.1** An employee may elect, with the consent of the employer, to work make-up time under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award.

Provided that the employer shall inform each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of make-up time flexibility, and the employer shall provide a reasonable opportunity for the union(s) to participate in negotiations.

- 34.8.2** An employee on shift work may elect, with the consent of the employer, to work make-up time under which the employee takes time off ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.

- 34.8.3** Once a decision has been taken to introduce an enterprise system of make-up time, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to regulations 131A - 131R of the *Workplace Relations Regulations*.

## **35. PARENTAL LEAVE**

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

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

## 35.1 Definitions

- 35.1.1** For the purposes of this clause an **eligible casual employee** means a casual employee employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months. 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). And that the employee has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.
- 35.1.2** For the purposes of this clause, **child** means a child of the employee under the age of one year except for adoption of a child where 'child' means a person under the age of five 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.
- 35.1.2** Subject to 35.1.3, **spouse** includes a de facto or former spouse.
- 35.1.3** In relation to 35.5, **spouse** includes a de facto spouse but does not include a former spouse.

## 35.2 Basic entitlement

- 35.2.1** After twelve months' continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.
- 35.2.2** Subject to 35.3.6 parental leave is to be available to only one parent at a time in a single unbroken period, except that both parents may simultaneously take:
- 35.2.3(a)** for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;
  - 35.2.3(b)** for adoption leave, an unbroken period of up to three weeks at the time of the placement of the child.

## 35.3 Maternity leave

- 35.3.1** An employee must provide notice to the employer in advance of the expected date of commencement of maternity leave. The notice requirements are:

- 35.3.1(a)** of the expected date of confinement (including a certificate from a registered medical practitioner stating that the employee is pregnant) - at least ten weeks;
- 35.3.1(b)** of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.
- 35.3.2** When the employee gives notice under 35.3.1(a) the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- 35.3.3** An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- 35.3.4** Subject to 35.2.1 and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.
- 35.3.5** Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- 35.3.6 Special maternity leave**
- 35.3.6(a)** Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
- 35.3.6(b)** Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
- 35.3.6(c)** Where an employee not then on maternity leave suffers an illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

**35.3.7** Where leave is granted under 35.3.4, 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.

#### **35.4 Paternity leave**

**35.4.1** An employee will provide to an employer at least ten weeks prior to each proposed period of paternity leave, with:

**35.4.1(a)** a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected dates of confinement, or states the date on which the birth took place; and

**35.4.1(b)** written notification of the dates on which he proposes to start and finish the period of paternity leave; and

**35.4.1(c)** a statutory declaration stating:

**35.4.1(c)(i)** he will take that period of paternity leave to become the primary care-giver of a child;

**35.4.1(c)(ii)** particulars of any period of maternity leave sought or taken by his spouse; and

**35.4.1(c)(iii)** that for the period of parental leave he will not engage in any conduct inconsistent with his contract of employment.

**35.4.2** An employee will not be in breach of 35.4.1 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

#### **35.5 Adoption leave**

**35.5.1** The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

**35.5.2** Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

**31.5.2(a)** the employee is seeking adoption leave to become the primary care-giver of the child;

**31.5.2(b)** particulars of any period of adoption leave sought or taken by the employee's spouse; and

**31.5.2(c)** that for the period of adoption leave, the employee will not engage in any conduct inconsistent with their contract of employment.

**35.5.3** An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

**35.5.4** Where the placement of the child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

**35.5.5** An employee will not be in breach of 35.5.1 as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

**35.5.6** An employee seeking to adopt a child is entitled to take unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days' unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

### **35.6 Variation of period of parental leave**

Unless agreed otherwise between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified at least four weeks prior to the commencement of the changed arrangements.

### **35.7 Parental leave and other entitlements**

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.

### **35.8 Transfer to a safe job**

**35.8.1** Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

**35.8.2** If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee, to commence parental leave for such period as is certified necessary by a registered medical practitioner.

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

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

**35.9.2** 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 35.8 the employee will be entitled to return to the position they held immediately before such transfer.

**35.9.3** Where such position no longer exists but there are other positions available for which the employee is qualified 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.

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

(a) the employee or employees spouse is pregnant; or

(b) the employee is or has been immediately absent on parental leave

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.

### **35.10 Replacement employees**

**35.10.1** A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

**35.10.2** 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.

## **36. LONG SERVICE LEAVE**

### **36.1 Entitlement**

**36.1.1** An employee shall be entitled to long service leave with pay, in respect of continuous service with one and the same employer, or service with Institutions or Statutory Bodies, in accordance with the provisions of this clause.

**36.1.2** Subject to 36.1.3 the amount of such entitlement shall be:

**36.1.2(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.

**36.1.2(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 death of the employee, an amount of long service leave equal to one-thirtieth of the period of his or her service since the last accrual of entitlement to long service leave under 36.1.2(a).

**36.1.2(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 other than serious and wilful misconduct, such amount of long service leave as equals one-thirtieth of the period of service.

**36.1.3** For the purpose of determining the entitlement 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.

**36.1.4 Long service leave - transitional provision**

**36.1.4(a)** With respect to Qualified Social Workers (as defined) in hospitals, the rate of accrual of the long service leave entitlement set out in 36.1.2 shall apply prospectively from 24 December 1991.

**36.1.4(b)** Nothing in this clause shall be deemed or construed to reduce the entitlement of any employee below that accorded to them prior to 24 December 1991.

**36.1.4(c)** Health Aides employed by the Royal District Nursing Service will accrue their long service leave in accordance with 36.1 from the date this award is made.

**36.2 Service entitling to leave**

**36.2.1** Subject to this clause, the service of an employee of an Institution or Statutory Body shall include service for which long service leave or payment in lieu has not been received in one or more Institutions including Statutory Bodies directly associated with such Institution or Institutions for the periods required by 36.1.

**36.2.2** When calculating the aggregate of service entitling to leave, any period of employment with any one of the said Institutions or Statutory Bodies of less than six month's duration shall be disregarded.

**36.2.3** For the purposes of this clause service shall be deemed to be continuous notwithstanding:

- 36.2.3(a)** the taking of any annual leave or long service leave;
- 36.2.3(b)** any absence from work of not more than fourteen days in any year of on account of illness or injury or if applicable such longer period as provided in clause 34 - Personal/carer's leave;
- 36.2.3(c)** any interruption or ending of the employment by the employer if such interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave;
- 36.2.3(d)** any absence on account of injury arising out of or in the course of the employment of the employee for a period during which payment is made under clause 42 - Accident pay; and
- 36.2.3(e)** any leave of absence of the employee where the absence is authorised in advance in writing by the employer to be counted as service.

**36.2.4** In calculating the period of continuous service, any interruption or absence due to circumstances below shall not break the continuity of service of an employee but shall not be counted as part of the period of service unless it is so authorised in writing by the employer:

- 36.2.4(a)** any interruption arising directly or indirectly from an industrial dispute;
- 36.2.4(b)** any period of absence from employment between one Institution or Statutory Body or another provided it is less than the allowable period of absence from employment.

Provided that the allowable period of absence shall be five weeks in addition to the total period of paid annual and/or sick leave which the employee actually receives on termination or for which he or she is paid in lieu;

- 36.2.4(c)** the dismissal of an employee if the employee is re-employed within a period not exceeding two months from the date of such dismissal;
- 36.2.4(d)** any absence from work of a female employee for a period not exceeding twelve months in respect of any pregnancy;
- 36.2.4(e)** any other absence of an employee by leave of the employer, or on account of injury arising out of or in the course of his or her employment not covered by 36.2.4(d).



- 36.2.5** The onus of proving a sufficient aggregate of service to support a claim for any long service leave entitlement shall at all times rest upon the employee concerned. A certificate in the following form shall constitute acceptable proof.
- 36.2.6** Every employer shall keep or cause to be kept a long service leave record for each employee, containing particulars of service, leave taken and payments made.

### **36.3 Payments in lieu of long service leave on the death of an employee**

Where an employee who has completed at least ten years' service dies while still in the employ of the employer the employer shall pay to such employee's personal representative a sum equal to the pay of such an employee for one-thirtieth 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.

### **36.4 Payment for period of leave**

- 36.4.1** Payment to an employee in respect of long service leave shall be made in one of the following ways:
- 36.4.1(a)** in full in advance when the employee commences his or her leave; or
  - 36.4.1(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; or
  - 36.4.1(c)** in any other way agreed between the employer and the employee.
- 36.4.2** Where the employment of an employee is for any reason terminated before he or she takes any long service leave to which he or she is entitled or where any long service leave accrues to an employee pursuant to 36.1.2(b) the employee shall subject to the provisions of 36.4.3 be entitled to pay in respect of such leave as at the date of termination of employment.
- 36.4.3** Where any long service leave accrues to an employee pursuant to 36.1.2(c) the employee shall be entitled to pay in respect of such leave as at the date of termination of employment.

Provided that in the case of an employee of an Institution or Statutory Body who accrues long service leave entitlement pursuant to 36.1.2(c) and who intends to be re-employed by another Institution or Statutory Body:

- 36.4.3(a)** such an employee may in writing request payment in respect of such leave to be deferred until the expiry of the employee's allowable period of absence from employment, as provided in 36.2.5(b); and

**36.4.3(b)** except where the employee gives the employer notice in writing that the employee has been employed by another Institution or Statutory Body, the employer shall make payment in respect of such leave at the expiry of the employee's allowable period of absence from employment; and

**36.4.3(c)** where the employee gives the employer notice in writing that the employee has been employed by another Institution or Statutory Body, the employer is no longer required to make payment to the employee in respect of such leave.

**36.4.4** 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.

### **36.5 Taking of leave**

**36.5.1** When an employee becomes entitled to long service leave such leave shall be granted by the employer within six months from the date of the entitlement, but the taking of such leave may be postponed to such date as is mutually agreed, or in default of agreement as is determined by the Commission, provided that no such determination shall require such leave to commence before the expiry of six months from the date of such determination.

**36.5.2** Any long service leave shall be inclusive of any public holiday occurring during the period when the leave is taken.

**36.5.3** If the employer and an employee so agree:

**36.5.3(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; and

**36.5.3(b)** any subsequent period of long service leave to which the employee becomes entitled may be taken in two separate periods provided that the first period of long service leave shall be taken in one period.

**36.5.4** 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.

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

## 36.6 Definitions

For the purpose of this clause the following definitions apply:

- 36.6.1 Institution** shall mean any hospital or benevolent home, community health centre, Society or Association registered pursuant to the *Health Services Act 1988* (or the former *Hospital and Charities Act 1958*) or the Cancer Institute (constituted under the *Cancer Act 1958*).
- 36.6.2 Month** shall mean a calendar month.
- 36.6.3 Pay** means remuneration for an employee's normal weekly hours of work calculated at the employee's ordinary time rate of pay provided in clause 18 - Wage rates, at the time the leave is taken or (if he or she dies before the completion of leave so taken) as at the time of his or her death, and shall include the amount of any increase to the employee's ordinary time rate of pay which occurred during the period of leave as from the date such increase operates, provided that where accommodation is made available to an employee during his or her period of leave and where a deduction is made for the rental thereof pursuant to clause 22 - Deductions and allowances, such amount shall be deducted from the pay for the period of leave.
- 36.6.4 Statutory body** means the Hospital and Charities Commission (Vic), the Health Commission of Victoria and/or the Victorian Nursing Council and successors thereto.

## 37. PUBLIC HOLIDAYS

**37.1** An employee shall be entitled to holidays on the following days:

- 37.1.1** New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
- 37.1.2** the following days, as prescribed in the relevant States, Territories and localities: Australia Day, Anzac Day, Queen's Birthday, Eight Hour Day or Labour Day; and
- 37.1.3** Melbourne Cup Day or in lieu of Melbourne Cup Day, some other day as determined in a particular locality.

### 37.2 Holidays in lieu

- 37.2.1** When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
- 37.2.2** When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.

**37.2.3** 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.

### **37.3 Additional days**

Where in the States, Territories or locality, public holidays are declared or prescribed on days other than those set out in 37.1 and 37.2 above, those days shall constitute additional holidays for the purpose of this award.

### **37.4 Substitution of public holidays by agreement**

**37.4.1** An employer and his or her employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected employees shall constitute agreement.

**37.4.2** An agreement pursuant to 37.4.1 shall be recorded in writing and be available to every affected employee.

**37.4.3** The union which is a party to this award shall be informed of an agreement pursuant to 37.4.1.

**37.5** Employees rostered to work on public holidays and who fail to do so shall not be entitled to holiday pay for the said holiday.

**37.6** If an employee works on any of such holidays or such holiday occurs on his or her rostered day off he or she shall be paid at the ordinary time rate of pay for the time so worked, in addition to which he or she shall be entitled to receive:

**37.6.1** within four weeks following the date on which such holiday occurred;

**37.6.1(a)** one and a half extra day's pay;

**37.6.1(b)** one and a half days off in lieu thereof of which at least seven days' notice shall be given;

**37.6.1(c)** one and a half days shall be added to his or her annual leave;

**37.6.2** in the case of an employee not qualifying for annual leave and where neither of the provisions of 37.6.1 have been applied the one and a half days' pay shall be added to the payment in lieu of annual leave; and

**37.6.3** one and a half times the ordinary time rate of pay for any work done in excess of eight hours.

- 37.7** In respect of Easter Saturday, an employee who ordinarily works Monday to Friday only and who does not work on Easter Saturday, shall be entitled to one day's pay in respect of Easter Saturday or where there is mutual consent, within four weeks following the date on which such holiday occurred the employee may take one day off in lieu or have one day added to their annual leave.
- 37.8** Notwithstanding the earlier provisions of this clause a Weekend worker (as defined in clause 33 - Annual leave) who works on any of the holidays set out in 37.1 shall be entitled (in lieu of any entitlement under 37.2) to one and a half extra days' pay on the first pay day following the end of the pay period during which the holiday falls.
- 37.8.1** If, at the end of the yearly period in respect of which his or her annual leave accrues such weekend worker does not become entitled to additional leave under clause 33 - Annual leave he or she shall, at the option of the employer, be entitled to one a half extra days' pay or one and a half extra days' annual leave for each such holiday on which he or she was rostered off.
- 37.9** Where an employee's accrued day off falls on any such public holiday, a substitute day shall be determined by the employer to be taken in lieu thereof, such day to be within the same four week cycle where practical.
- 37.10** Notwithstanding the provisions of 37.2, with the exception of Easter Saturday, an employee who is ordinarily not required to work on a Sunday or Saturday shall not be entitled to any benefit for any public holidays which may fall on or are observed on a Saturday or a Sunday unless he or she is required to work on any such public holiday.

## **38. EXAMINATION LEAVE**

- 38.1** Qualified employees shall be granted leave with full pay in order to attend examinations necessary to obtain higher qualifications relevant to award classifications as approved from time to time by the respective ethical bodies representing the individual employee.
- 38.2** The amount of leave to be granted shall be such as to allow the employee to proceed to the place of examination and, in addition, to allow one clear working day other than a Saturday or a Sunday for pre-examination study if this is so desired.
- 38.3** Any leave granted under the provisions of this clause shall be exempt from and, in addition, to the provisions of clause 33 -Annual leave.

## **39. JURY SERVICE**

- 39.1** 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 ordinary wage he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service.

**39.2** 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 his or her employer proof of his or her attendance at the court, the duration of such attendance and the amount received in respect of such jury service.

**PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK**

**40. TRAVELLING ALLOWANCE**

**40.1** Should an employee be required to use his or her vehicle for transport from home to place of work and return outside of normal hours, the employee is to receive such allowance corresponding with the mileage rates as determined from time to time by the Australian Public Service and set out in the APS General Employment Conditions Award 1995, with a minimum payment of \$1.00 for each occasion of such use, as follows:

<b>Engine capacity of motor vehicle not being a motor vehicle powered by a rotary engine</b>	<b>Engine capacity of motor vehicle powered by a rotary engine</b>	<b>Rate of allowance per kilometre</b>
More than 3000cc	More than 1500cc	58.8 cents
More than 2000cc but not more than 3000cc	More than 1000cc but not more than 1500cc	56.2 cents
More than 1600cc but not more than 2000cc	More than 800cc but not more than 1000cc	54.5 cents
1600cc or less	800cc or less	48.1 cents

**40.2** Any employee who is recalled to the employer's premises for any purpose shall be provided with transport (i.e. taxi or hire car) for the outward and return journeys at the employee's request, and the employee shall not be responsible for the payment of such transport.

**40.3** Where an employee is required to travel during normal working hours on hospital business, he or she shall be provided with transport and the employee shall not be responsible for the payment of such transport.

**40.4** Notwithstanding anything contained in 40.3, where a hospital does not provide transport and an employee agrees to use his or her vehicle during normal working hours on hospital business, the employee is to receive such an allowance corresponding with the per kilometre rates as prescribed in 40.1.

**40.5** Any approved fares incurred by an employee in the performance of his or her duty shall be re-imbursed by the employer.

## **PART 9 - TRAINING**

### **41. TRAINEE SUPERVISION**

Trainees, with the exception of those in their final year of training shall not be required to work at any time without supervision of a qualified person of the discipline concerned within the area of the establishment where the trainee is working.

## **PART 10 - ACCIDENT PAY, EQUIPMENT, CLOTHING AND TOOLS ALLOWANCES**

### **42. ACCIDENT PAY**

**42.1** An employer shall pay and an employee shall be entitled to receive accident pay in accordance with this clause.

#### **42.2 Definitions**

The words hereunder shall bear the respective definitions set out herein:

##### **42.2.1 Accident pay**

###### **42.2.1(a) Total incapacity**

Means, in the case of an employee who is deemed to be totally incapacitated within the meaning of the *Accident Compensation Act* (hereinafter referred to as the Act) and arising from an injury covered by this clause, a weekly payment of an amount representing the difference between the total amount of compensation payable under the Act for the week in question and the total 38 hour weekly rate and weekly over award payment for a day worker which would have been payable under this award for the employee's normal classification of work for the week in question if he or she had been performing his or her normal duties provided that such latter rate shall exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

###### **42.2.1(b) Partial incapacity**

Means, in the case of an employee who is or deemed to be partially incapacitated within the meaning of the Act and arising from an injury covered by this clause, a weekly payment of an amount representing the difference between the total amount of compensation payable under the Act for the period in question together with the average weekly amount the employee is earning or is able to earn in some suitable employment or business (as determined expressly or by implication by the Workcover

Conciliation Board or as agreed between the parties) and the total 38 hour weekly rate and weekly over award payment for a day worker which would have been payable under this award for the employee's normal classification of work for the week in question if he or she had been performing his or her normal duties, provided that such latter rate shall exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

**42.2.1(c)** The total 38 hour weekly award rate and weekly over award payment above-mentioned shall be the same as that applying for a total incapacity provided that where an employee receives a weekly payment under the Act and subsequently such payment is reduced pursuant to the Act, such reduction will not increase the liability of the employer to increase the amount of accident pay in respect of that injury.

**42.2.1(d)** For purposes of the calculation of the total 38 hour weekly award rate and weekly over award payment in 42.2.1(a) and 42.2.1(b) payments made to an employee arising from a production incentive earnings scheme (whether arising from a payment by results, task or bonus scheme or however titled) shall not be taken into account.

**42.2.1(e) Payment for part of a week**

Where an employee receives accident pay and such pay is payable for incapacity for part of a week the amount shall be a direct pro rata.

**42.2.2 Injury**

Injury shall be given the same meaning and application as applying under the Act, and no injury shall result in the application of accident pay unless an entitlement exists under the Act.

**42.2.3 Act**

Means the *Accident Compensation Act 1985*, as amended from time to time, of the State of Victoria. Where an entitlement to accident make-up pay arises under this award any reference to the *Workers' Compensation Act 1958* shall be deemed to include a reference to the *Accident Compensation Act 1985* and any reference to the *Accident Compensation Act 1985* shall be deemed to include a reference to the *Workers Compensation Act 1958*.



### **42.3 Eligibility for payment**

**42.3.1** Subject to the terms of this clause, an employee covered by this award shall upon receiving payment of compensation and continuing to receive such payment in respect of a weekly incapacity within the meaning of the Act be paid accident pay by his or her employer, provided that the employer is liable to pay compensation under the Act. The employer's liability for accident pay may be discharged by another person on the employer's behalf provided that:

- 42.3.1(a)** Accident pay shall only be payable to an employee whilst such employee remains in the employment of the employer by whom he or she was employed at the time of the incapacity and then only for such period as he or she receives a weekly payment under the Act. Provided that if an employee on partial incapacity cannot obtain suitable employment from his or her employer but such alternative employment is available with another employer then the relevant amount of accident pay will still be payable.
- 42.3.1(b)** In the case of the termination of employment by an employer of an employee who is incapacitated and who, except for such termination, would be entitled to accident pay, accident pay shall continue to apply subject to the provisions of this clause except in those cases where the termination is due to serious and/or wilful misconduct on the part of the employee. In order to qualify for the continuance of accident pay on termination an employee shall if required provide evidence to his or her employer of the continuing payment of weekly workers compensation payments.
- 42.3.1(c)** Accident pay shall not apply to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks and then, subject to 42.3.1(e) and to the maximum period of payment prescribed elsewhere herein, accident pay shall apply only to the period of incapacity after the first two weeks.
- 42.3.1(d)** Industrial disease contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration (as provided in Section 3 of the Act) shall not be subject to accident pay unless the employee has been employed with the employer at the time of the incapacity for a minimum period of one month.
- 42.3.1(e)** Accident pay shall not apply in respect of 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.

### **42.4 Maximum period of payment**

The maximum period or aggregate of periods of accident pay to be made by an employer shall be a total of 39 weeks for any one injury as defined in 42.2.2.

#### **42.5 Absences on other paid leave**

An employee shall not be entitled to payment of accident pay in respect of any period of other paid leave of absence.

#### **42.6 Notice of injury**

An employee upon receiving an injury for which he or she claims to be entitled to receive accident pay shall give notice in writing of the said injury to his or her employer as soon as reasonably practicable after the occurrence thereof, provided that such notice may be given by a representative of the employee.

#### **42.7 Medical examination**

**42.7.1** In order to receive the entitlement to accident pay an employee shall conform to the requirements of the Act as to medical examination.

**42.7.2** When in accordance with the Act a medical referee gives a certificate as to the condition of the employee and his/her fitness for work or specifies work for which the employee is fit and such work is made available by the employer and refused by the employee or the employee fails to commence the work, accident pay shall cease from the date of such refusal or failure to commence the work.

**42.7.3** Provided that the work specified above and made available by the employer shall be suitable work within the meaning of the Act, and in the event of a dispute over the suitability of work made available by the employer, there shall be no cessation of accident pay until the matter has been resolved by the Workcover Conciliation Board.

#### **42.8 Cessation of weekly payments**

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

#### **42.9 Civil damages claim**

**42.9.1** An employee receiving or who has received accident pay shall advise his or her employer of any action he or she may institute or any claim he or she may make for damages. Further, the employee shall, if requested, provide an authority to the employer entitling the employer to a charge upon any money payable pursuant to any judgment or settlement on that injury.

**42.9.2** Where an employee obtains a judgment or settlement for damages in respect of an injury for which he or she has received accident pay the employer's liability to pay accident pay shall cease from the date of such judgment or settlement, provided that if the judgment or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the employer, the employee shall pay to his or her employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

**42.9.3** Where an employee obtains a judgment or settlement for damages against a person other than the employer in respect of an injury for which he or she has received accident pay, the employer's liability to pay accident pay shall cease from that date of such judgement or settlement, provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the employer the employee shall pay to his or her employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

#### **42.10 Insurance against liability**

Nothing in this award shall require an employer to insure against his or her liability for accident pay.

#### **42.11 Variations in compensation rates**

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

#### **42.12 Death of an employee**

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

### **43. UNIFORM ALLOWANCE**

**43.1** Where the employer requires an employee to wear any special clothing or uniform, the employer must reimburse the employee for the cost of purchasing such special clothing or uniform. The provisions of this clause do not apply where the special clothing or uniform is paid for by the employer.

**43.2** Notwithstanding 43.1, the employer may, by agreement with the employee, pay an allowance of \$5.41 per week or \$1.07 cents a day when the employee is expected to provide his or her own uniforms or coats. When such employee's uniforms or coats are not laundered by or at the expense of the employer, the employee shall be paid a laundry allowance of 26cents per day or \$1.28 per week.

#### **44. DAMAGED CLOTHING ALLOWANCE**

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

**44.2** This clause shall not apply in a case where the damage or soiling is occasioned by the negligence of the employee.

#### **PART 11 - AWARD COMPLIANCE**

#### **45. POSTING OF AWARD**

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

## **SCHEDULE A - RESPONDENCY LIST**

Altona District Hospital 5 Sargood Street Altona VIC 3018  
Alexandra District Hospital Myrtle Street Alexandra VIC 3714  
Alfred Hospital Commercial Road Prahran VIC 3181  
Anglesea Community Health Centre Mcmillar Street Anglesea VIC 3230  
Anne Caudle Centre 100 Barnard Street Bendigo VIC 3550  
Apollo Bay Community Health Service Mclachlan Street Apollo Bay VIC 3233  
Apollo Bay District Hospital Mclachlan Street Apollo Bay VIC 3233  
Ararat District Hospital Girdleston Street Ararat VIC 3377  
Ascot Vale Community Health Centre 117 Union Road Ascot Vale 3032  
Austin Hospital Studley Road Heidelberg VIC 3084  
Bacchus Marsh District Hospital Grant Street Bacchus Marsh VIC 3340  
Bairnsdale Regional Health Service 1 Day Street Bairnsdale VIC 3875  
Ballarat Base Hospital Drummond Street North Ballarat VIC 3350  
Ballarat East Community Health 109 Humffray Street Ballarat South VIC 3350  
Barwon Womens Health Service Po Box 1533 Geelong VIC 3220  
Beaufort District Hospital Havelock Street Beaufort VIC 3373  
Benalla District Hospital Coster Street Benalla VIC 3672  
Bendigo Community Health Centre 8 Olinda Street Bendigo VIC 3350  
Bendigo Hospital Lucan Street Bendigo VIC 3550  
Bendigo Region Alcohol & Drug 93 Brougham Street Bendigo 3550  
Bethlehem Hospital 476 Kooyong Road Caulfield 3162  
Birregurra Community Hospital Strachan Street Birregurra 3242  
Boort District Hospital Kiniry Street Boort VIC 3537  
Box Hill Community Health Service 65-67 Carrington Road Box Hill 3128  
Box Hill District Hospital Nelson Road Box Hill VIC 3128  
Braybrook Maidstone Community Health Centre 31 Beachley Road Braybrook 3019  
Bright District Hospital Cobden Street Bright VIC 3741  
Broadford Community Health Centre 158 High Street Broadford VIC 3658  
Broadmeadows Community Health Centre Cnr Pearcedale & Dimboola Rds Broadmeadows VIC 3047  
Brunswick Community Health Centre 11 Glenlyon Road Brunswick VIC 3056  
Bundoora Extended Care Centre Plenty Road Bundoora VIC 3083  
Burwood District Community Hospital, 359 Warrigal Road, Burwood VIC 3125  
Camberwell Day Hospital 51 St John's Ave Camberwell 3124  
Camperdown Hospital Robinson Street Camperdown 3260  
Caritas Christi Hospice 104 Studley Park Kew VIC 3101  
Carlton Community Health Centre 622 Lygon Street Carlton VIC 3053  
Casterton District Hospital Casterton VIC 3311  
Castlemaine Comm. Hospital Po Box 50 Castlemaine 3450  
Caulfield General Medical Centre, 260 Kooyong Road, Sth Caulfield VIC 3162  
Caulfield Hospital 295 Kooyong Road Caulfield 3162  
Central Gippsland Hospital Po Box 424 Traralgon VIC 3844  
Central Highlands Linen Service Lonsdale Street Ballarat VIC 3351  
Chadstone Community Health Centre 568 Neerim Road Hughesdale VIC 3166  
Chelsea Community Health Centre 146-147 Nepean Highway Aspendale VIC 3195  
Churchill Community Health Centre Phillip Parade Churchill VIC 3842  
Clunes District Hospital Service Street Clunes 3370

Cobaw Community Health Service Wedge Street Kyneton 3444  
 Cobram District Hospital Broadway Street Cobram VIC 3644  
 Coburg Community Health Centre 93 Bell Street Coburg 3058  
 Cohuna District Hospital King George St Cohuna 3568  
 Colac District Hospital Corangamite Street Colac 3250  
 Coleraine District Hospital Mckebery Coleraine 3315  
 Collingwood Community Health Centre 154 Sackville Street Collingwood VIC 3066  
 Coolaroo Community Health Centre 100 Longford Crescent Coolaroo VIC 3048  
 Corio Community Health Centre Cnr Gellibrand & Bacchus Marsh Rds Corio 3214  
 Corio Home Nelson Street Warrnambool VIC 3280  
 Corryong District Hospital Kiel Street Corryong VIC 3707  
 Craigieburn Community Health Centre 1 Hamilton Street Craigieburn 3064  
 Craigieburn Community Health 7 Walters St Craigieburn 3064  
 Craigieburn Road West Day Care, Craigieburn Road West, Craigieburn VIC 3064  
 Cranbourne Community Health Centre Mundaring Drive Cranbourne VIC 3977  
 Creswick District Hospital Napier Street Creswick VIC 3363  
 Dandenong District Hospital Cleland Road Dandenong VIC 3175  
 Daylesford District Hospital Hospital St Daylesford 3460  
 Deer Park Community Health Service Station Road Deer Park VIC 3023  
 Diamond Valley Community Health 66 Wahroonga Crescent Greensborough VIC 3088  
 Dimboola District Hospital Lloyd Street Dimboola VIC 3414  
 Donald District Hospital McCracken Avenue Donald VIC 3480  
 Doveton-Hallam Community Health Centre 67 Power Road Doveton VIC 3177  
 Dunmunkle Health Services Church Street Minyip VIC 3392  
 Dunolly District Hospital Havelock St Dunolly 3472  
 Eaglehawk Day Hospital Eaglehawk VIC 3556  
 Eaglehawk Longully Community Health Centre 19 Bright Street Eaglehawk 3556  
 East Bentleigh Community Health Centre Gardeners Rd East Bentleigh VIC 3165  
 East Gippsland Centre Mckean St Bairnsdale 3875  
 East Gippsland Geriatric Cntr. Po Box 12 Bairnsdale 3875  
 East Gippsland Hospital, Day Street, Bairnsdale VIC 3875  
 East Preston Comm Health Centre Crn Blake & Crevelli Streets, Reservoir East VIC 3136  
 Eastern Suburbs Geriatric Centre Cnr Mahoneys Rd & Burwood Highway Burwood East VIC 3135  
 Echuca District Hospital 9 Francis Street Echuca VIC 3625  
 Edenhope District Hospital Elizabeth Street Edenhope VIC 3318  
 Eildon District Hospital Eildon Road Eildon VIC 3713  
 Elmore District Hospital Jeffrey Street Elmore VIC 3558  
 Eltham Community Health Centre 7 Dudley Street Eltham 3095  
 Endeavour Hills Community Health Centre 88 John Fawknars Drive Endeavour Hills VIC 3802  
 Ensay Community Health Centre Ensay VIC 3895  
 Erica Community Health Centre Erica VIC 3825  
 Essendon District Hospital Chester St Moonee Ponds VIC 3039  
 Fairfield Hospital Yarra Bend Road Fairfield VIC 3078  
 Fawkner Park Health Centre 240 Malvern Road Prahran 3181  
 Fitzroy Community Health Centre 6 Brunswick Place Fitzroy VIC 3065  
 Flemington Community Health Centre 30 Shields Street Flemington VIC 3031  
 Foster District Hospital 87 Station Road Foster VIC 3960  
 Frankston Community Hospital Hastings Road Frankston VIC 3199

Gay Men's Health Centre VIC 117 Johnson Street Collingwood VIC 3066  
Geelong Hospital Ryrie Street Geelong VIC 3220  
George Vowell Centre, Cobb Road, Mount Eliza VIC 3930  
Gippsland Base Hospital 89 Mcallister Street Sale VIC 3850  
Gippsland Geriatric Centre, 122 McKean Street Bairnsdale VIC 3875  
Gippsland Home & Hospital 122 McKean Street Bairnsdale VIC 3875  
Gisborne District Community Health C/- Shire Offices Hamilton Street Gisborne VIC 3437  
Glenview Community Centre Rutherglen VIC 3685  
Goroke Community Health Centre Natimuk Road Goroke VIC 3412  
Goulburn Valley Base Hospital Graham Street Shepparton VIC 3630  
Grace Mckellar Centre Ballarat Road North Geelong VIC 3215  
Greenvale Geriatric Centre Providence Rd Broadmedows VIC 3047  
Hamilton Base Hospital Foster Street Hamilton VIC 3300  
Hampton Hospital Beach Road Hampton VIC 3188  
Healesville District Hospital 377 Maroondah Highway Healesville VIC 3777  
Heathcote District Hospital Heathcote VIC 3806  
Henry Pride Geriatric Centre Nolan Avenue Kew VIC 3101  
Heywood District Hospital Heywood VIC 3304  
Inglewood Hospital Inglewood 3517  
Inglewood/Wedderburn Community Health 75 Grant Street Inglewood VIC 3517  
Inner West Community Health 20 Bryant Street Flemington VIC 3031  
Jeparit District Hospital Charles Street Jeparit VIC 3423  
Kaniva District Hospital 9 Farmer Street Kaniva VIC 3419  
Kensington Community Health Centre 12 Gower St Kensington VIC 3031  
Kerang District Hospital Burgopyne St Kerang VIC 3579  
Kilmore District Hospital Rutledge Lodge Kilmore VIC 3601  
Kingston Centre Warragul Road Cheltenham VIC 3192  
Koroit District Hospital Mill Street Koroit VIC 3282  
Korumburra District Hospital Bridge St Korumburra VIC 3950  
Kyabram District Hospital Fenaughty Street Kyabram VIC 3620  
Kyneton District Hospital Simpson Street Kyneton VIC 3444  
Lakes Entrance Community Health Jamieson St Lakes Entrance VIC 3909  
Lalor Community Health Centre 7 Supply Drive Epping VIC 3076  
Lalor Community Health Centre, Mental Health Team, 18-20 May Road, Lalor VIC 3075  
Latrobe Regional Hospital Princes Highway Traralgon VIC 3910  
Latrobe Valley Community Hospital Ollerton Avenue Moe VIC 3825  
Leongatha (Woorayl) District Koonwarra Road Leongatha VIC 3953  
Lismore District Hospital Lismore VIC 3324  
Little Company of Mary Hospital 476 Kooyong Road Caulfield VIC 3162  
Lorne Community Health Centre Albert Street Lorne VIC 3232  
Lorne Community Hospital Mountjoy Parade Lorne VIC 3232  
Lyndoch Home & Hospital for Aged Hopkins Road Warrnambool VIC 3280  
Macarthur District Hospital Ardonachie Street Macarthur VIC 3286  
Maffra District Hospital 48 Kent Street Maffra VIC 3860  
Maldon District Hospital High Street Maldon VIC 3463  
Manangatang District Hospital Pioneer Street Manangatang VIC 3490  
Mansfield District Hospital Highett Street Mansfield VIC 3722  
Manvantara Hospital 46 Warrandyte Road Ringwood VIC 3134  
Maroondah Hospital Mt Dandenong Road East Ringwood VIC 3135

Maryborough District Hospital Clarendon Street Maryborough VIC 3465  
McCulloch House 246 Clayton Road Clayton VIC 3168  
Melton Community Health Centre 171 High Street Melton VIC 3337  
Merbein Community Health Centre Box Street Merbein VIC 3505  
Mercy Hospital for Women Clarendon Street East Melbourne VIC 3002  
Mildura Base Hospital 13th Street Mildura VIC 3500  
Moe Community Health Centre 42 Fowler Street Moe VIC 3825  
Monash Medical Centre 246 Clayton Road Clayton VIC 3168  
Moorabbin Community Hospital P O Box 72 East Bentleigh VIC 3165  
Mooroolbark-Croydon Chc 88 Brice Street Mooroolbark 3138  
Mooroopna Extended Care Centre Elizabeth Street Mooroopna VIC 3629  
Mordialloc Community Hospital Nepean Highway Mordialloc VIC 3195  
Mortlake District Hospital Mortlake VIC 3272  
Morwell Community Health Centre Princes Highway Morwell VIC 3840  
Mountain District Community Health Mc Bride Street Cockatoo VIC 3781  
Mt Alexander Hospital Cornish Street Castlemaine 3450  
Mt Eliza Geriatric Centre Jacksons Road Mount Eliza VIC 3930  
Mt Royal - the Lodge 83 Poplar Street Parkville VIC 3052  
Murtoa District Hospital Murtoa VIC 3390  
Myrtleford District Hospital Yackandandah Road Myrtleford VIC 3737  
Nathalia District Hospital Elizabeth Street Nathalia VIC 3638  
Nhill District Hospital Nelson Street Nhill VIC 3418  
Norlane Day Centre, 2 Wendover Ave, Norlane VIC 3214  
Northern District School of Nursing, 37 Rowan Street, Bendigo VIC 3550  
North Richmond Family Care Centre 23 Lennox Street Richmond VIC 3121  
North West Hospital Poplar Road Parkville 3052  
Northcote Community Health Centre 326 High Street Northcote VIC 3070  
Northwest Melbourne Community Health 49 Buncke Street North Melbourne VIC 3051  
Nowa Nowa Community Health Nowa Nowa VIC 3887  
Numurkah District Hospital Coombs Memorial Drive Numurkah VIC 3636  
Omeo District Hospital Eastern Street Omeo 3898  
Orbost Community Health Centre Browning Street Orbost VIC 3888  
Orbost District Hospital Boundary Road 38 Orbost 3888  
Ouyen District Hospital Scott Street Ouyen VIC 3490  
Ovens & Murray Home & Hospital Albert Road Beechworth VIC 3747  
Ovens District Hospital Sydney Road Beechworth VIC 3747  
P A N C H 205 Bell Street Preston 3072  
Peninsula Community Health Centre 19 Albert Street Mornington 3931  
Penshurst District Hospital Watton Street Penshurst VIC 3289  
Peter James Centre Cnr Burwood Hwy Mahoneys Rd Burwood VIC 3125  
Peter Knight Centre, 117 Johnston Street, Collingwood VIC 3066  
Peter Maccullum Hospital 481 Little Lonsdale St Melbourne VIC 3000  
Port Fairy Hospital P O Box 93 Port Fairy 3284  
Portarlington District Health Centre 39 Fenwick Street Portarlington VIC 3227  
Portland Community Health Centre Blair Street Portland VIC 3305  
Portland District Hospital Bentinck St Portland 3305  
Prahran Comm. Hlth. Serv. 240 Malvern Road Prahran 3181  
Preston Community Hospital 205 Bell Street Preston VIC 3072  
Prince Henry's Hospital, St Kilda Road, Melbourne VIC 3004  
Princess Hill Village Pigdon Street Carlton North VIC 3054



Heatherton Hospital Kingston Road Heatherton VIC 3202  
Quambatook Community Care Centre Guthrie Street Quambatook VIC 3540  
Queen Elizabeth Centre 473-477 Cardigan Street Carlton VIC 3053  
Queen Elizabeth Geriatric Centre 102 Ascot Street Ballarat VIC 3350  
Queenscliff Community Health Centre Nelson Road Point Lonsdale VIC 3225  
Red Cliffs District Hospital Jamieson Ave Red Cliffs VIC 3496  
Red Cross Blood Bank 98 Kavanagh Street South Melbourne VIC 3205  
Richmond Community Health Centre 283 Church Street Richmond VIC 3121  
Robinvale District Hospital Latje Road Robinvale VIC 3549  
Rochester District Hospital Pascoe Street Rochester 3561  
Rosedale District Community Centre 36 Cansick Street Rosedale VIC 3847  
Royal Childrens Hospital Flemington Road Parkville VIC 3052  
Royal Dental Hospital Elizabeth Street Melbourne VIC 3000  
Royal District Nursing Service 31 Alma Road St Kilda VIC 3182  
Royal Melbourne Central Linen Grattan Street Carlton South VIC 3052  
Royal Melbourne Hospital Grattan Street Parkville VIC 3052  
Royal Southern Memorial Hospital 260 Kooyong Road Caulfield VIC 3162  
Royal Talbot Rehab Hospital The Boulevard Kew VIC 3101  
Royal Victorian Eye & Ear Hospital 126 Victoria Parade East Melbourne VIC 3002  
Royal Womens Hospital Grattan Street Carlton VIC 3053  
Rupanyup District Hospital Cromie Street Rupanyup VIC 3388  
Rutherglen District Hospital High Street Rutherglen 3685  
San Remo District Comm Health Back Beach Road San Remo VIC 3925  
Sandringham District Hospital 193 Bluff Road Sandringham VIC 3191  
Sebastopol Community Health Wilson Lane Sebastopol VIC 3358  
Seymour District Hospital Brettoneaux Street Seymour VIC 3660  
Shelly Memorial Hospital Church Street Bunyip VIC 3815  
Sherbrooke Community Health Service Glenfern Road Upwey 3158  
Skipton District Hospital Skipton VIC 3361  
South Gippsland Hospital Station Street Foster 3960  
Southern Peninsula Hospital 1527 Nepean Highway Rosebud VIC  
Southport Community Hlth Cntr 7 Perrin Street South Melbourne 3207  
Springvale Community Health 5 Windsor Ave Springvale 3171  
Springvale Day Hospital Cnr Balmoral & Buckingham Aves Springvale VIC 3171  
St Albans Community Health Centre 1 Andrea Street St Albans VIC 3021  
St Arnaud District Hosp. North Western Road St Arnaud 3478  
St Georges Hospital 283 Cotham Road Kew VIC 3101  
St Kilda Community Health Centre 18 Mitford Street St Kilda VIC 3182  
St Kilda Day Hospital 435 Inkerman Street St Kilda VIC 3182  
St Vincents Hospital Victoria Parade Fitzroy VIC 3065  
Stanhope Community Health Centre Birdwood Street Stanhope VIC 3623  
Stawell District Hospital Sloane Street Stawell VIC 3380  
Sunbury Community Health Centre Cnr Gap Rd & Horne St Sunbury VIC 3429  
Sunshine District Hospital 9 King Edward Ave Sunshine VIC 3020  
Sunshine Hospital & Health Service Cnr Furlong Rd & Majorca St St Albans VIC 3021  
Swan Hill District Hospital Splatt Street Swan Hill VIC 3585  
Tallangatta District Hospital Barree Street Tallangatta VIC 3700  
Tatura District Hospital Park Street Tatura VIC 3616  
Tawonga District Hospital Hollands Street Mount Beauty VIC 3699

Terang District Hospital Austin Ave Terang VIC 3264  
Timboon Community Health Centre Wark Street Timboon VIC 3268  
Timboon District Hospital Timboon VIC 3268  
Torquay Community Health Centre Bell Street Torquay VIC 3228  
Traralgon Community Health Centre P O Box 297 Traralgon VIC 3844  
Tweedle Babies Home 398 Barkly Street Footscray VIC 3011  
Victoria Parade Geriatric Centre 45 Victoria Parade Collingwood VIC 3066  
Wangaratta Base Hospital Green Street Wangaratta 3677  
Waranga-Rushworth Memorial Hospital Coyle Street Rushworth VIC 3612  
Warracknabeal District Hospital Dimboola Road Warracknabeal VIC 3393  
Warrnambool Dist. Hosp. Ryot Street Warrnambool 3280  
Waverley Community Health Centre 7 Dunscombe Ave Glen Waverley VIC 3150  
Werribee Community Health Centre 3 Princes Highway Werribee VIC 3030  
Werribee Mercy Hospital Synnot Street Werribee VIC 3030  
West Bellarine Community Health Centre, 4/163 Bellarine Highway Newcomb 3219  
West Gippsland District Hospital Landsborough Road Warragul VIC 3820  
West Heidelberg Health & Welfare 20 Morobe Street West Heidelberg VIC 3081  
Western Hospital Eleanor Street Footscray VIC 3011  
Western Region Health Centre 72 Paisley Street West Footscray VIC 3012  
Western Region Westadd 49 Nicholson Street Footscray VIC 3011  
Westernport Memorial Hospital Rossiter Road Kooweerup VIC 3981  
Westgate Community Health Services 101 Hudson Road Spotswood VIC 3015  
Whittlesea Community Health Walnut Street Whittlesea VIC 3757  
Willaura District Hospital Willaura VIC 3291  
William Angliss Community Hospital Talaskia Road Upper Ferntree Gully VIC 3156  
Williamstown Hospital P O Box 125 Williamstown VIC 3016  
Wiinmera Base Hospital Baillie Street Horsham VIC 3400  
Winchelsea District Hospital Gosney Street Winchelsea VIC 3241  
Wodonga District Hospital Cnr Vermont St & Wilson St Wodonga VIC 3690  
Wonthaggi District Hospital Graham Street Wonthaggi VIC 3995  
Woorayl District Hospital Koonwarra Road Leongatha 3953  
Wycheproof Hospital Grandview Street Wycheproof 3527  
Yarram District Hospital Commercial Road Yarram 3971  
Yarrowonga Community Health Centre Piper Street Yarrowonga VIC 3730  
Yarrowonga District Hospital 25 Lynch Street Yarrowonga VIC 3730  
Yea District Memorial Hospital Station Street Yea VIC 3717

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