

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

s. 170LJ Agreement with organisations of employees (Division 2)

Health Services Union of Australia

and

Western Health

(AG2002/6481)

**PUBLIC HEALTH SECTOR (MEDICAL SCIENTISTS, PHARMACISTS, AND
PSYCHOLOGISTS) CERTIFIED AGREEMENT 2000 - WESTERN HEALTH**

Various employees

Health and welfare services

COMMISSIONER BLAIR

MELBOURNE, 20 DECEMBER 2002

CERTIFICATION OF AGREEMENT

In accordance with section 170LT of the Workplace Relations Act 1996, the Commission hereby certifies the attached written agreement.

This agreement shall come into force from 19 December 2002 and shall remain in force until 31 March 2004.

BY THE COMMISSIONER:

COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<Price code 34>

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

Division 1 Part VIB

s 170LJ Certified Agreement

Health Services Union of Australia

(C No 34263 of 2000)

and

Victorian Hospitals Industrial Association

HEALTH SERVICES UNION OF AUSTRALIA (VICTORIA - PUBLIC
SECTOR) INTERIM AWARD 1993

(ODN C No. 30578 of 1991)

[Print L0832]

1. Arrangement

Subject

1 Arrangement
2 Title
3 Parties Bound
4 Incidence
5 Relationship with Parent award and Certified Agreements
6 Variation of Agreement
7 Period of Operation
8 No Extra Claims
9 Wage Increase
10 Higher Qualifications Allowances
11 Accrued Days Off
12 Night Shift Allowances
13 Meal intervals
14 Parental Leave
15 Part-Time Employment
16 Sick Leave
17 On-Call Allowances
18 Four Days Clear of Duty
19 Rest Breaks
20 Overtime
21 Long Service Leave
22 Annual Leave Loading
23 Week-End Shift Work
24 48/52 Leave
25 Twelve Month Career Breaks
26 Payment for Work on Public Holidays Where Substitute Days are Declared
27 Public Holiday Pay for Part-Time Staff Rostered Off
28 Australian Workplace Agreements
29 Exclusion of Fixed Terms Contracts
30 Anti-Discrimination
31 Child Care Costs
32 Exposure to Hazardous Substances
33 Reimbursement of City Link Toll for Work-Related Travel
34 Occupational Superannuation
35 Study Leave
36 Conference Leave
37 Professional Development Leave
38 Replacement of Staff on Leave
39 Resources and Facilities
40 Blood Donors Leave
41 Breast Feeding facilities

42 Maintenance of EFT
43 FBT Compensation
44 Maintenance of Terms and Conditions
45 Dispute Resolution
46 Grievance Procedure
47 Reserved Matters

2. Title

2.1 This agreement shall be known as the Public Health Sector (Medical Scientists, Pharmacists, and Psychologists) Certified Agreement 2000

3. Parties Bound

3.1 The parties to this Agreement are the Health Services Union of Australia Victoria #4 Branch (HSUA #4 Branch), VHIA and the Western Health health service).

4. Incidence

4.1 This Agreement shall be binding on the parties in relation to all employees whose employment is or would otherwise become regulated by the HSUA (Victoria - Public Sector) Interim Award 1993, Medical Scientist, Pharmacists, and Psychologists sections, and who are employed by one of the employer parties to this Agreement.

5. Relationship with Parent Award and Certified Agreement

5.1 The Agreement shall be read in conjunction with the Health Services Union of Australia (Victoria - Public Sector) Interim Award 1993, [Medical Scientist, Pharmacists, and Psychologists sections] as that award operated on 21 December 2000 provided that to the extent of any inconsistency between that Award and this Agreement, this Agreement shall prevail.

5.2 This Agreement shall also be read in conjunction with any other agreements between the parties that have been certified by the AIRC up to the date of certification of this agreement which deal with matters not addressed in this Agreement and to the extent of any inconsistency between this Agreement and those Agreements, this Agreement shall prevail.

5.3 It is the intention of the parties that no employee who is, or would otherwise become, covered by this Agreement, shall suffer any loss or diminution of entitlements (whether accrued or otherwise) or any disadvantage to their terms and conditions of employment by reason of this Agreement.

6. Variation of Agreement

6.1 Either party may apply to vary the terms of this Agreement provided such variation shall be in accordance with Section 170MD of the Workplace Relations Act 1996.

7. Period of Operation

7.1 This Agreement shall commence on the date of certification and shall remain in force until 31 March 2004.

7.2 The parties shall enter into negotiations for a further certified agreement for employees covered by this agreement three months prior to the nominal expiry date of this agreement.

8. No Extra Claims

8.1 The HSUA #4 Branch undertakes that during the period of operation of this agreement there shall be no further claims in relation to any matters pertaining to terms and conditions of employment of persons eligible to members of the Victoria Branch of the Union.

9. Increases to Salaries and Allowances

See Appendix B

10. Higher Qualifications Allowances

10.1 All allowances shall be expressed on a weekly basis.

10.2 Medical Scientists

10.2.1 Where a scientist has a higher qualification s/he shall be paid, in addition to the rates of pay prescribed in the appropriate clause, the following

10.2.1 (a) For CRFS, BRPT, CT (ASC), CT (IAC) or other recognised Graduate Certificate in medical science, or recognised equivalent, the sum of 4% of the base rate as defined.

10.2.1 (b) For Graduate Diploma in medical science or Graduate Diploma in Health Administration, or other recognised equivalent qualification, the sum of 6.5% of the base rate as defined.

10.2.1 (c) For MAACB. M.Sc, M.App.Sc., MAIP, HGSACC, or other recognised equivalent degree or qualification from a tertiary institution the sum of 7.5% of the base rate as defined.

10.2.1 (d) For FAACB, FAIMLS, D Sc, Ph.D, FAIP, FIMLS, FHGSA or member of the Royal College of Pathologists or other recognised equivalent qualification, the sum of 10% of the base rate as defined.

10.2.2 Such allowance shall not be cumulative in the case of multiple higher qualifications.

10.2.3. The outcomes are to be no less than what will be determined in the General Nurses decision.

10.3 Pharmacists

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

10.3.1 (a) Graduate Certificate in a field of pharmacy, or other recognised equivalent degree, the sum of 4% of the base rate as defined.

10.3.1 (b) For the Fellowship Diploma in the Society of Hospital Pharmacists, the Graduate Diploma in Hospital Pharmacy, Graduate Diploma in Epidemiology, or the Post Graduate Diploma in Health Science Administration, or other recognised equivalent qualification, the sum of 6.5% of the base rate as defined.

10.3.1 (c) For the Master of Pharmacy, Master of Science Pharmacology or other recognised degree or diploma from a tertiary institution, or other recognised equivalent Degree or qualification from a tertiary institution, the sum of 7.5% of the base rate as defined.

10.3.1 (d) For the degree of Pharm. D, or other recognised equivalent Degree or qualification from a tertiary institution, the sum of 10% of the base rate as defined.

10.3.2 Such allowance shall not be cumulative in the case of multiple higher qualifications.

10.3.3. The outcomes are to be no less than what will be determined in the General Nurses decision.

10.4 Psychologists

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

10.4.1 (a) For Graduate Certificate in behavioural science or psychology, or other recognised equivalent qualification, the sum of 4% of the base rate as defined.

10.4.1 (b) For Graduate Diploma in behavioural science or psychology, or Graduate Diploma in Health Administration or other recognised equivalent qualification, the sum of 6.5% of the base rate as defined.

10.4.1 (c) For MA, M Sc, M Psych, membership of a College of the Australian Psychological Society, or any recognised equivalent qualification from a tertiary institution or membership of a college/board, the sum of 7.5% of the base rate as defined.

10.4.1 (d) For Ph. D, D Sc in behavioural science or psychology or other recognised equivalent qualification, the sum of 10% of the base rate as defined.

10.4.2 Such allowance shall not be cumulative in the case of multiple higher qualifications.

10.4.3 The outcomes are to be no less than what will be determined in the General Nurses decision.

10.5 Dietitians

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

10.5.1 (a) For Graduate Certificate or other recognised equivalent qualification, the sum of 4% of the base rate as defined.

10.5.1 (b) For Graduate Diploma in Dietetics, and Graduate Diploma in Health Administration, or other recognised equivalent qualification, the sum of 6.5% of the base rate as defined.

10.5.1 (c) For M.Sc. in dietetics, or any other recognised equivalent qualification from a tertiary institution, the sum of 7.5% of the base rate as defined.

10.5.1 (d) For Ph. D, D.Sc in dietetics, or any other recognised equivalent qualification from a tertiary institution, the sum of 10% of the base rate as defined.

10.5.2 Such allowance shall not be cumulative in the case of multiple higher qualifications.

10.5.3 The outcomes are to be no less than what will be determined in the General Nurses decision.

10.6 Audiologists

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

10.6.1 (a) For Graduate Certificate or other recognised equivalent qualification, the sum of 4% of the base rate as defined.

10.6.1 (b) For Graduate Diploma in Audiology or Graduate Diploma in Health Administration, or other recognised equivalent qualification, the sum of 6.5% of the base rate as defined.

10.6.1 (c) For M.Aud, M.Sc, M.App. Sc., or any other recognised equivalent qualification from a tertiary institution, the sum of 7.5% of the base rate as defined.

10.6.1 (d) For D.Sc, Ph. D in Audiology, or any other recognised equivalent qualification from a tertiary institution, the sum of 10% of the base rate as defined.

10.6.2 Such allowance shall not be cumulative in the case of multiple higher qualifications.

10.6.3 The outcomes are to be no less than what will be determined in the General Nurses decision.

10.7 Clinical Perfusionists

10.7.1 Where a Clinical Perfusionist has a higher qualification s/he shall be paid, in addition to the rates of pay prescribed in the appropriate clause, the following

10.7.1 (a) For Graduate Certificate in Clinical Perfusion, or other recognised equivalent qualification, the sum of 4% of the base rate as defined.

10.7.1 (b) For Graduate Diploma in Bacteriology or Graduate Diploma in Health Administration or other recognised equivalent qualification, the sum of 6.5% of the base rate as defined.

10.7.1 (c) For MAACB, M.Sc, M.App.Sc., MAIP, HGSACC, or other recognised equivalent Degree or qualification from a tertiary institution the sum of 7.5% of the base rate as defined.

10.7.2 (d) For FAACB, FAIMLS, D. Sc, Ph.D, FAIP or FIMLS or other recognised equivalent qualification, the sum of 10% of the base rate as defined.

10.7.3 Such allowance shall not be cumulative in the case of multiple higher qualifications.

10.7.4 The outcomes are to be no less than what will be determined in the General Nurses decision.

10.8 Provided that where an employee covered by this Agreement holds a Graduate Certificate, Graduate Diploma, Masters or PhD in computing, information technology or management, or an MBA, or an equivalent qualification from a tertiary institution, and the qualification held is relevant to the work, or part of the work, which s/he is required to perform, s/he shall be paid, in addition to his/her salary, the following amount:

10.8.1(a) Graduate Certificate, the sum of 4% of the base rate as defined for the relevant classification.

(b) Graduate Diploma, the sum of 6.5% of the base rate as defined for the relevant classification.

(c) Masters Degree or MBA, the sum of 7.5% of the base rate as defined for the relevant classification.

(d) For PhD or professional doctorate, the sum of 10% of the base rate as defined for the relevant classification.

10.8.2 Such allowance shall not be cumulative in the case of multiple higher qualifications, including the qualifications in Part A of this clause.

10.8.3 Provided further that an employee shall be paid the relevant higher qualifications allowance for the highest qualification held, and for which s/he is eligible for payment under either Part A or Part B of this clause.

10.8.4 It is agreed that the base rate shall ensure that the actual dollar outcome will be no less than the equivalent allowance paid to nurses, based on the RN Division 1 Grade 2 Year 2 rate. Provided that where the current base rate would deliver a higher dollar amount to a particular classification, the current base rate will continue to apply to employees covered by this claim who were employed at 1 October 2000.

10.9 Base Rates of Pay

10.9.1 The base rates of pay for the purposes of this clause shall be as follows:

- (a) Medical Scientist Grade 1, Year 3
- (b) Pharmacist Grade 1, Year 2
- (c) Psychologist Grade 1, Year 3
- (d) Dietitian Grade 1, Year 3
- (e) Audiologist Grade 1, Year 3
- (f) Clinical Perfusionist Grade 1, Year 3

11. Accrued Days Off

11.1 An accrued day off is to accrue for each full-time employee.

11.2 This is to be in accordance with the Reduced Hours Of Work Agreement 1983.

12. Night and Permanent Night Shift Allowances

12.1 Night shift allowances shall be increased by \$15.00 and the adjusted allowances will be expressed in percentage terms of the base salary rates as provided for by this Agreement.

13. Meal Intervals

13.1 All persons covered by the Agreement are entitled to meal breaks as per the Award and are entitled to be relieved from duty to enable them to take such breaks.

13.2 For the purposes of this clause duty shall include the requirement to remain contactable by telephone, pager or mobile phone.

13.3 Any person covered by the Agreement who is unable to be relieved of duty as defined in (1) to enable them to take a meal break shall be paid for the break as time worked at the ordinary rate plus 50%.

14. Parental Leave

14.1 An employee will be entitled to payment of six weeks salary upon commencement of maternity leave or adoption leave with effect from 21 December 2000.

14.2 Payment shall be made at the commencement of leave or, if requested by the employee, by 3 salary payments over 6 weeks.

14.3 Previous service within the public health sector is to be regarded for the purposes of accessing the entitlement to paid maternity leave or adoption leave for employees with less than 12 months service with an employer.

14.4 An employee, whose spouse or de facto spouse (including same sex couples) is giving birth or adopting a child, is entitled to payment of one week's salary.

14.5 A female employee shall be entitled to work until their estimated date of confinement except where this would present a risk to the employee or the unborn child.

14.6 If requested by the employer, the employee shall provide a statement confirming that their medical practitioner or midwife believes that continuation in their position is not a risk to the employee or the unborn child. The certificate must be provided not less than 8 weeks prior to her presumed date of confinement.

14.7 If a statement is not provided then the employer will make all practical efforts to remedy the unsafe situation and if this is not possible, the employee will be offered a safe, alternate position in accordance with clause 30 (Parental Leave) of the Award.

14.8 Employees who already receive maternity/parental leave payments in excess of those above shall not suffer any disadvantage.

15. Part time Employment

15.1 The employer will accommodate the reasonable needs of an employee to return to work from parental leave on a part-time basis at the employee's substantive classification where this is necessary for them to discharge adequately their responsibilities as a primary care giver and parent.

15.2 Where the employer experiences a genuine inability to accommodate such a request on operational grounds, the matter will be referred to a reference group consisting of the employer and union representatives in order to resolve the matter.

16. Sick Leave

16.1 For the purposes of certification of sick leave, certificates issued by registered psychologists, dentists, medical practitioners or a statutory declaration signed by the employee shall be deemed to be satisfactory evidence of sickness.

17. On-Call Allowance

17.1 An on-call allowance of 2.5% of the base rate shall be paid to an employee in respect to any 12 hour period or part thereof during which the employee is on-call during the period

commencing from the time of finishing ordinary duty on Monday and the termination of ordinary duty on Friday. For psychologists, the base rate shall be the weekly rate of pay for his/her classification.

17.2 The allowance shall be 5% in respect to any other 12 hour period or part thereof or any public holiday or part thereof. Where an employee is recalled to duty by telephone, such employee shall be paid a minimum of one hour's overtime for such recall work. For subsequent telephone recalls beyond the first hour, the employee will be paid a minimum of one hours overtime provided that multiple recalls within a discrete hour will not attract additional payment.

17.3 Where the person on-call is not available, or where there is no person rostered on-call or where the professional advice of an un-rostered scientist is required, the telephone recall allowance shall be paid.

17.4 In the event of any employee being recalled to duty during an off-duty period where that work is not continuous with the next succeeding rostered period of duty, such employee shall be paid a minimum of three hours pay at the Award overtime rate.

17.5 CATT on-call allowances and arrangements - Psychiatric Services (CATT only)

17.5.1 An on-call allowance of \$67.00 shall be payable from 1 September 2000 and then adjusted in line with the wage movements provided for by Appendix A

17.5.2 The parties are to regard telephone attendance as recall to duty.

17.5.3 Employees are to receive an uninterrupted break of at least eight hours between the end of the recall and the next shift. Where the eight hour break is not observed double time shall be paid until such break is observed.

17.5.4 The maximum period of on-call for CATT is to be twelve hours, with existing arrangements below the twelve hours not to be disturbed.

17.5.5 The parties acknowledge the unique nature of on-call requirements for crisis response (CATT-type functions) and that it is not comparable to any other health care arrangement or setting.

17.5.6 From 1 October 2000, the CATT on-call/recall allowance and arrangements, as described in clause 34.4 of the Victorian Psychiatric Services Certified Agreements 1997/98 are to apply to all employees, including psychologists, who are engaged in on-call/recall for the provision of a crisis response (CATT type function).

18. Four Days per Fortnight Clear of Duty

This clause arises from the recommendations of the Commission in PR908731

18.2 As an immediate priority all employees are to receive four clear days per fortnight guaranteed free of on-call or duty.

18.3 If it is not possible to reduce the use of overtime and on call and /or secure additional staff or locums so as to guarantee that all staff receive four clear days, the following arrangement shall be introduced at the local level (ie the hospital campus level).

18.4 An employee who is regularly placed on call will receive an extra five days' leave per anniversary year provided that they are rostered on-call:

- (a) during weekend days or public holidays; or,
- (b) on days that they are not rostered for duty; and

(c) they are rostered on a minimum of two days (as prescribed in sub clause (i) above per four week cycle over twelve cycles in an anniversary year.

18.5 An employee who is regularly placed on call can accrue such leave on a pro rata basis at the rates as follows:

No. 4 week cycles on call	No. of Additional leave days
4	1
6	2
8	3
10	4
12	5

18.6 Within the accrual year a window period of any three consecutive months, determined by the employer, which excludes any leave, shall be used to calculate the number of additional days leave the employee is entitled to. If the employee is rostered to a minimum of two days on call per four week roster on either weekend days, public holidays or rostered days off during each of the three consecutive months window, the employee shall be entitled to the full five days additional leave. Employees who do not meet these criteria will have their entitlements calculated in accordance with (b) above.

18.7 Leave which accrues in accordance with this clause is to be taken by agreement between the hospital and the employee within the operational needs of the hospital.

18.8 The obligations as they apply to a particular Health Service or Department under sub-clause 18.2 to 18.7 may be varied by agreement between the employer, the Secretary of the HSUA #4 Branch and the employees of the affected Health Service or Department.

18.8.1 Health Service/ Departmental arrangements may be made to improve operational arrangements for both management and employees.

18.8.2 Arrangements agreed at the Health Service/Departmental level in accordance with this clause must not result in a reduction in the terms and conditions of employment of the employee to whom the proposed arrangements apply.

18.8.3 Any arrangements adopted in accordance with this clause shall be recorded in writing and copies shall be provided to employees to whom the arrangements apply.

19. Rest Breaks

19.1 Where overtime work including recall work is necessary it should be so arranged that employees have at least 10 consecutive hours off duty between that work and the next successive shift

19.2 Where an employee works so much overtime or recall work such that they would not have had at least 10 consecutive hours off-duty' between overtime or recall work and their next succeeding rostered period of duty, the employee shall be released after the completion of such overtime or recall worked until they have had 10 consecutive hours off duty, without loss of pay for rostered hours occurring during such absence.

19.3 If on the instructions of her or his employer, an employee resumes or continues work without having had 10 consecutive hours off duty, they shall be paid at the rate of double time until they have been released from duty for such rest period and they shall then be entitled to 10 consecutive hours off duty without loss of pay for rostered hours occurring during such absence.

20. Overtime

20.1 Overtime shall be paid wherever work is performed in addition to the full time rostered shift length for that work area. Where full time employees in a particular work area work 8 hours per shift, overtime will be payable where a part time employee in that same area works

beyond 8 hours in a shift. Where full time employees work 10 hours per shift, overtime will be payable where a part-time employee works beyond 10 hours. This clause shall be read in conjunction with clause 8 (Overtime) of the Award.

20.2 If due to organisational or institutional circumstances, difficulties arise from the requirement in sub - clause 20.1 that overtime will only be paid if the employee is requested or directed by the employer to perform overtime work, the HSUA #4 Branch or the employer affected may refer the matter to the Australian Industrial Relations Commission for resolution in accordance with clause 45 of this agreement.

21. Long Service Leave

21.1 Where an employee is entitled to a period of long service leave, the employer shall , at the request of the employee and subject to the approval of the employer (such approval shall not be unreasonably withheld) allow the employee to take the whole or any part of the long service leave at double the quantum of leave at half pay or half the quantum of leave at double pay (as the case may be).

22. Annual Leave Loading

22.1 As provided for in clause 15 (i) of the award a loading of 17.5% shall be paid at the time annual leave is taken provided that the maximum annual allowance payable shall be the base salary for Medical Scientist Grade 3, Year 2 as provided for by this Agreement.

23. Weekend Shift Work; Additional Annual Leave Entitlements

23.1 Staff (including part-time staff) who work shifts in excess of 4 hours which fall on a Saturday and/or Sunday, as part of their ordinary hours, will accrue additional annual leave at the rate of-

23.1.1 0.5 times the number of ordinary hours worked on any weekend day, up to a maximum of 38 hours additional leave in any 12 month period.

23.2 Provided that, in the case of part-time workers who work both a Saturday and a Sunday shift on the same weekend, only one shift per weekend will attract the accrual of the additional annual leave (ie either the Saturday or Sunday shift, but not both), up to the maximum accrual of 38 hours in any 12 month period. Provided further that where a differing number of hours are worked on a Saturday and Sunday by a part-time worker on any one weekend, the longer shift will be used to calculate the accrual of additional annual leave.

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

23.3.1 Where extended leave is taken (eg parental, sick, long service leave etc) and employee may elect to utilise any available annual leave credits, or retain such credits until her/his return to duty;

23.3.2 Where an employee with extended leave credits is promoted within a hospital or health service, the credits will be carried over to their employment in the new role;

23.3.3 Where an employee with extended leave credits resigns or their employment is otherwise terminated, their credits will be paid out as part of their normal annual leave payments.

23.4 The additional annual leave may be taken separately, or in conjunction with another period of annual leave, at any time by mutual agreement. Provided that where there is no agreement, such leave may be taken within 6 months of the end of any 12 month period during which the additional annual leave has accrued.

24. 48/52 Leave

24.1 Employees may apply for and be granted 48/52 employment arrangements subject to agreement with the employer and agreement not being unreasonably withheld.

24.2 These arrangements are defined as meaning a situation where an employee takes an additional 4 weeks leave per annum in addition to all other leave entitlements but is paid 48/52 of the weekly base rate prescribed by this Agreement for each week during which their employment is subject to these arrangements.

24.3 Other entitlements will be unaffected by these arrangements.

24.4 Where an employee applies for leave pursuant to this clause the employer shall respond to such applications within four weeks.

25. Twelve Month Career Breaks

25.1 Employees may apply for and be granted twelve month career breaks subject to agreement with the employer and agreement not being unreasonably withheld.

25.2 Where an employee applies for leave pursuant to this clause the employer shall respond to such applications within four weeks.

26. Payment For Work On Public Holidays When Substitute Days Are Declared

26.1 If an employee works on a substituted day and not a declared public holiday, the employee will receive public holiday entitlements for working the substituted day. The employee shall only receive the benefit for either the declared public holiday or the substituted day contingent on the day worked.

27. Public Holiday Pay For Part Time Staff Rostered Off

27.1 To determine the entitlement to public holidays for part-timers rostered off on a public holiday the following shall apply:

(a) Where a public holiday occurs on a day a part-time employee normally works, but the employee is not required to work, the employee is entitled to receive the award public holiday benefit.

(b) Where a public holiday occurs on a day a part-time employee is not rostered to work the employee shall receive payment according to the following formula based on award prescription:

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

Example:

Average Hours	Shift Length	Base Payment	Penalty	Payment
24 hours	X 8 hours	5.05 hours	T 1.5	7.575
38 hours				

28. Australian Workplace Agreements (AWA's)

28.1 No AWA's will be used by any respondent to this Agreement.

29 Exclusion of Fixed Term Contra

29.1 Fixed term employment will only be used for true fixed term arrangements, including special projects, post graduate training, graduate year provisions, maternity and long service leave relief.

30. Anti-Discrimination

30.1 It is the intention of the parties to this Agreement to achieve the principal object in Section 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.

30.2 Accordingly, in fulfilling their obligations under the Disputes and Grievances procedures, the Parties must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

30.3 Nothing in this clause is to be taken to affect:

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

30.3.2 junior rates of pay, until 22 June 2000 or later date determined by the Commission in accordance with Section 143(1 E) of the Workplace Relations Act 1996;

30.3.3 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;

30.3.4. the exemptions in section 170CK(3) and (4) of the Workplace Relations Act 1996."

31. Child Care Costs

31.1 Where employees are required by the employer to work outside their ordinary hours of work and where less than 24 hours notice of the requirement to perform such overtime work has been given by the employer, other than recall when placed on-call, the employee will be reimbursed for reasonable childcare expenses incurred.

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

32. Exposure to Hazardous Substances

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

33. Reimbursement of City Link Tolls for Work Related Travel

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

34. Occupational Superannuation

34.1 Employees shall continue to have access to HESTA and HOSFund/Healthsuper.

34.2 The default fund on commencement of this Agreement shall be Health Super.

34.3 In determining the default fund following the commencement of the Agreement, the parties will have regard to the membership numbers in each of these funds at twelve monthly intervals throughout the life of this Agreement.

34.4 The default fund shall become the fund with the most employees as members at a particular workplace. Nothing in this clause affects the rights of current employees to remain in their current fund for example, Com Super.

34.5 Superannuation contributions paid by the hospital into an approved Fund will be calculated on the ordinary rate of pay as defined by clause 40(A) and(B) of the Award and the applicable rate of pay as set by Appendix A of this Agreement.

35. Study Leave

35.1 Paid study leave for post-graduate study shall be available to full time and part-time employees up to a maximum of 100 equivalent full time positions for 26 weeks per annum. Where the number of applicants exceeds the number of places available, the parties to this agreement shall confer over eligibility criteria.

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

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

35.4 An employee wishing to take study leave in accordance with this clause must apply in writing to the employer as early as possible prior to the proposed leave date. The employee's request should include details of the course and institution in which the employee is enrolled or proposes to enrol and details of the relevance of the course to the employee's employment.

35.5 The employer will notify the employee of whether their request for study leave has been approved within 7 days of the application being made.

36. Conference Leave

36.1 Each part-time or full time employee covered by this Agreement shall be entitled to two days paid conference leave per annum to attend scientific or health-related conferences.

36.2 A "day's pay" shall be based on the individual employee's usual, shift length.

36.3 An employee seeking leave in accordance with this clause can be requested to provide details of the conference/seminar name, venue and date/time. An employee is not required to report back in any way or provide in-services following conference/seminar attendance.

36.4 Where possible the leave should be requested in writing 6 weeks in advance of the proposed leave date.

36.5 The approval of leave will not be unreasonably withheld provided the leave is for a scientific or health related conference/seminar.

36.6 The employer must, wherever possible, notify the employee whether leave will be granted within 7 days of the application being made.

37. Professional Development Leave

37.1 All full-time employees shall be entitled to three days Professional Development Leave per annum for the purpose of furthering their professional development, including but not limited to research, home study and attendance at seminars and conferences.

37.2 A 'day's pay" shall be based on the individual employee's usual shift length.

37.3 Professional Development leave shall be granted without conditions such as a requirement to report back in any way or provide services following conference/seminar attendance.

37.4 Where possible the leave should be requested in writing 6 weeks in advance of the proposed leave date.

37.5 The approval of leave will not be unreasonably withheld.

37.6 The employer must notify the employee in writing if the leave is approved or not within 7 days of the application being made. If the leave is not granted the reasons will be included in the notification to the applicant.

38. Replacement of Staff on Leave

38.1 Where an employee is absent on annual leave for a period of 10 days or more, management should seriously consider providing 100% leave cover for that period where the services provided by the relevant work area would be seriously jeopardised by the absence of the employee.

39. Resources and Facilities

39.1 Access to new employees

39.1.1 For the purposes of facilitating the orientation of new employees and in particular familiarizing such employees with this Agreement the Union shall be provided, in writing on a quarterly basis, with the dates, times and venues of any orientation/induction programs and be permitted to attend.

39.1.2 If the dates of these programmes are fixed in advance for a regular day and time then a list should be sent to the Union forthwith.

39.1.3 Where the dates of orientation/induction programmes are not fixed in advance, the union should receive reasonable notification of at least 14 days to enable a Union representative to attend.

39.1.4 With respect to this clause Union means Health Services Union of Australia No 4 Branch

39.2 Job and Occupational Health and Safety Representatives

39.2.1 In addition to other leave entitlements, job and occupational health and safety representatives are to have reasonable time release from duty to attend to matters relating to industrial, occupational health and safety or other relevant matters such as grievance procedures, committee meetings etc.

39.2.2 Where representatives are required to attend management meetings outside of paid time they will be paid to attend.

39.3 Access to Employees and Facilities

39.3.1 The HSUA #4 is to be given access to employees.

39.3.2. The HSUA #4 Job and Occupational Health and Safety representatives shall be provided with access to facilities such as telephones, computers, e-mail, notice-boards and meeting rooms in a manner that does not adversely affect service delivery and work requirements.

39.3.3. A notice board for the HSUA #4's use should be established in each Department in which persons eligible to be members of the Union are employed.

40. Donors Leave

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

41. Breast Feeding Facilities

41.1 The employer shall provide private and comfortable areas at each worksite for staff members who are breast-feeding to enable them to express milk or to feed children while at work.

42. Maintenance of Equivalent Full Time Positions

42.1 There shall be no reduction in services, EFT, classification levels etc, as a result of the implementation of this Agreement given that the net cost of outcomes determined by the Australian Industrial Relations Commission pursuant to Section 111AA of the Workplace Relations Act will be fully funded from sources outside of the current agreed funding provided to hospitals/agencies and that funding will be provided in a transparent way.

43. Fringe Benefit Compensation in Community Health Centres

43.1 The increases set out in Appendix A of this Agreement shall apply to persons employed by community health centres and to the Red Cross Blood Bank.

44. Maintenance of Terms and Conditions

44.1 The parties agree that once the Award has been subjected to a section 89A exercise the parties will then agree to include matters arising out of the Award that are deemed by the Australian Industrial Relations Commission to be non-allowable matters to form part of this agreement till the agreement reaches its nominal expiry date.

44.2 No employee shall have their terms and conditions of employment reduced as a result of the simplification of the Award in line with s 89A of the WRA.

45. Dispute Resolution

45.1 Preamble

45.1.1 The parties to this agreement recognise that from time to time individual employees may have grievances that need to be resolved in the interest of good relationships. It is also recognised that disputes may arise between the parties concerning the application of the Agreement.

45.1.2. It is the objective of this procedure to ensure that such matters are resolved by negotiation and discussion between the parties.

45.1.3 These procedures should be applied in circumstances where individual grievances are raised by individual employees or where there are disputes between the parties to the agreement over the application of the agreement.

45.2 -Procedures,

45.2.1. Employees covered by this Agreement have the right for grievances to be heard through all levels of line management. The HSUA, as a party to this Agreement, has the right to raise matters concerning the application of this Agreement at the local workplace level.

Accordingly the following steps are to be applied in the resolution of grievances or disputes:

(a) In the first instance the employee shall attempt to resolve a grievance with his/her immediate supervisor. The local union representative shall be present if desired by either party' Where a possible dispute arises the local union representative shall attempt to resolve the matter with the relevant workplace supervisor or manager.

(b) If the employee or union still feels aggrieved. then the matter shall be referred to the relevant Department Head. In the case of employee grievance the local union representative shall be present if desired by either party.

(c) If the matter is still unresolved then it shall be referred to senior management and the senior local or state union representative.

(d) If the matter is still unresolved then the state union representative shall be advised and a meeting arranged. At this stage the employees representative shall be advised and will be represented at the request of either party.

(e) It is agreed steps (a) to (d) shall take place within seven days.

45.2.2. Until the matter is determined, work shall continue normally in accordance with custom or practice existing before the grievance arose, while discussions take place.

45.2.3 No party shall be prejudiced as to the final settlement by the continuance of work. Health and safety matters are exempted from paragraph 45.2.2.

45.3 Role of Commission

45.3.1 Where matters remain unresolved following application of the steps referred to in sub-clause 45.2 above, then as provided by s170LW(a) of the Workplace Relations Act, they shall be referred to the Australian Industrial Relations Commission for assistance in reaching settlement, through conciliation in the first instance or arbitration.

46. Grievance Procedure

46.1 For the avoidance of doubt it is the intention of the parties that employees shall retain access to clause 40 of the award - Grievance and Disciplinary Procedures.

47. Reserved Matters

47.1 The parties agree that the following matters may be dealt with over the life of the Agreement:

47.1.1 Classification for Dietitian Grade 5

47.1.2 Classification for Audiologist Grade 4

Salary packaging

47.1.4 The parties are committed to on-going discussions to try to reach agreement regarding appropriate rates of pay and definitions for the following classifications:

- (a) case managers;
- (b) sleep technologists;
- (c) clinical trials coordinators;
- (d) data managers; and
- (e) health promotions professionals

Executed as an agreement

For and on behalf of the Health Services Union of Australia

Dated:

For and on behalf of Western Health

Dated:

Appendix A

Hospital Pharmacist Award

Date of Increase	1-Jul-99	1-Apr-00	1-Jul-00	1-Oct-00	1-Mar-01	1-Mar-02	1-Mar-03
Percentage Increase			3%	1%	3%	3%	3%
PHARMACY	172.30	172.30	177.50	179.30	184.60	190.20	195.90
STUDENT							
TRAINEE	510.60	510.60	525.90	531.10	547.00	563.40	580.30

PHARMACIST							
PHARMACIST GR1	638.20	638.20	657.30	663.90	683.80	704.30	725.40
YR1							
PHARMACIST GR1	675.50	675.50	695.80	702.80	723.90	745.60	768.00
YR2							
PHARMACIST GR1	722.50	740.60	762.80	770.40	793.50	817.30	841.80
YR3							
PHARMACIST GR1	758.30	777.30	800.60	808.60	832.90	857.90	883.60
YR4							
PHARMACIST GR1	797.00	816.90	841.40	849.80	875.30	901.60	928.60
YR5							
PHARMACIST GR2	797.00	816.90	841.40	849.80	875.30	901.60	928.60
YR1							
PHARMACIST GR2	842.30	863.40	889.30	898.20	925.10	952.90	981.50
YR2							
PHARMACIST GR2	884.00	906.10	933.30	942.60	970.90	1000.00	1030.00
YR3							
PHARMACIST GR2	929.30	966.50	995.50	1005.50	1035.70	1066.80	1098.80
YR4							
PHARMACIST GR3	979.60	1018.80	1049.40	1059.90	1091.70	1124.50	1158.20
YR1							
PHARMACIST GR3	1014.00	1054.60	1086.20	1097.10	1130.00	1163.90	1198.80
YR2							
PHARMACIST GR3	1041.10	1082.70	1115.20	1126.40	1160.20	1195.00	1230.90
YR3							
PHARMACIST GR3	1098.60	1142.50	1176.80	1188.60	1224.30	1261.00	1298.80
YR4							
DEP DIR PHARM GP	1014.00	1054.60	1086.20	1097.10	1130.00	1163.90	1198.80
4A							
DEP DIR PHARM GP 3	1098.60	1142.50	1176.80	1188.60	1224.30	1261.00	1298.80
DEP DIR PHARM GP 2	1123.60	1168.50	1203.60	1215.60	1252.10	1289.70	1328.40
DEP DIR PHARM GP	1148.30	1194.20	1230.00	1242.30	1279.60	1318.00	1357.50
1B							
DEP DIR PHARM GP	1209.40	1257.80	1295.50	1308.50	1347.80	1388.20	1429.80
1A							
DEP DIR PHARM	1148.30	1194.20	1230.00	1242.30	1279.60	1318.00	1357.50
GP1A&B							
DIR PHARMACY GP	1123.60	1168.50	1203.60	1215.60	1252.10	1289.70	1328.40
4B							
DIR PHARMACY GP	1148.30	1194.20	1230.00	1242.30	1279.60	1318.00	1357.50
4A							
DIR PHARMACY GP 3	1209.40	1257.80	1295.50	1308.50	1347.80	1388.20	1429.80
DIR PHARMACY GP 2	1294.50	1372.20	1413.40	1427.50	1470.30	1514.40	1559.80
DIR PHARMACY GP	1474.50	1563.00	1609.90	1626.00	1674.80	1725.00	1776.80
1B							
DIR PHARMACY GP	1652.30	1751.40	1803.90	1821.90	1876.60	1932.90	1990.90
1A							
PHARM IN CHARGE	884.00	906.10	933.30	942.60	970.90	1000.00	1030.00
YR1							
PHARM IN CHARGE	929.30	966.50	995.50	1005.50	1035.70	1066.80	1098.80
YR2							
PHARM IN CHARGE	952.10	990.20	1019.90	1030.10	1061.00	1092.80	1125.60
YR3							
Allowances							
Higher Qual							
Allowance							
Graduate				28.10	28.95	29.80	30.70
Certificate							
Graduate Diploma	39.75	40.75	42.00	45.70	47-05	48.45	49.90
Msc				52.70	54-30	55.90	57.60

PhD				70.30	72-40	74.55	76.80
On-Call Week Days	16.90	N/C	17.40	17.55	18,10	18.60	19.20
On Call WE's and PH's	33.80	N/C	34.80	35.15	36-20	37.30	38.40
Shift Allowance	14.55	N/C	15.00	15.15	15-60	16.05	16.55
Medical Scientists Award							
Date of Increase	1-Jul-99	1-Apr-00	1-Jul-00	1-Oct-00	1-Mar-01	1-Mar-02	1-Mar-03
Percentage Increase			3%	1%	3%	3%	3%
SCIENCE TRAINEE YR 1	297.30	297.30	306.20	309.25	318.55	328.10	337.95
SCIENCE TRAINEE YR 2	356.80	356.80	367.40	371-10	382.25	393.70	405.55
SCIENCE TRAINEE YR 3	446.00	446.00	459,40	463.90	477.85	492.15	507.00
SCIENCE TRAINEE YR 4	505.40	505.40	520.505	25.75	541.55	557.75	574.60
SCIENCE TRAINEE YR 5	535.10	535.10	551.20	556.65	573.40	590.60	608.30
SCIENCE TRAINEE ADLT	475.70	475.70	489.90	494.80	509.70	524.95	540.70
SCIENTIST GR 1 YR 1	594.60	594.60	612.40	618.50	637.10	656.20	675.90
SCIENTIST GR 1 YR 2	638.20	638.20	657.30	663-90	683.80	704-30	725.40
SCIENTIST GR 1 YR 3	675.50	692.40	713.20	720.30	741.90	764.20	787.10
SCIENTIST GR 1 YR 4	722.50	740.60	762.80	770.40	793.50	817.30	841.80
SCIENTIST GR 1 YR 5	758.30	777.30	800.60	808.60	832.90	857.90	883.60
SCIENTIST GR 1 YR 6	797.00	816.90	841.40	849.80	875.30	901.60	928-60
SCIENTIST GR 2 YR 1	797.00	816.90	841.40	849.80	875.30	901.60	928.60
SCIENTIST GR 2 YR 2	842.30	863.40	889.30	898.20	925.10	952.90	981.50
SCIENTIST GR 2 YR 3	884.00	906.10	933.30	942-60	970.90	1,000.00	1030.00
SCIENTIST GR 2 YR 4	929.30	966.50	995.50	1005.50	1035.70	1,066.80	1098.80
SCIENTIST GR 3 YR 1	979.60	1018.80	1049.40	1059.90	1091.70	1,124.50	1158.20
SCIENTIST GR 3 YR 2	1014-00	1054.60	1086.20	1097.10	1130.00	1,163.90	1198.80
SCIENTIST GR3 YR3	1041.10	1082.70	1115.20	1126.40	1160.20	1,195.00	1230.90
SCIENTIST GR 3 YR 4	1098.60	1142.50	1176.80	1188.60	1224.30	1,261.00	1298.80
SCIENTIST GR 4 YR1 &2	1148.30	1194.20	1230.00	1242.30	1279.60	1,318.00	1357.50
SCIENTIST GR 4 YR3&4	1209.40	1257.80	1295.50	1308.50	1347.80	1,388.20	1429.80
SCIENTIST GR 4 YR 5	1294.50	1372.20	1413.40	1427.50	1470.30	1,514.40	1559.80
SCIENTIST GRADE 5	1599.40	1695-40	1746.30	1763.80	1816.70	1,871.20	1927.30

SCIENTIST DEPUTY DIR	1474.50	1563.00	1609.90	1626.00	1674.80		1776.80
SCIENTIST DIRECTOR	1652.30	1751.40	1803.90	1821.90	1876.60	1,725.00	1990.90
PRINCIPAL SCIENTIST	1474.50	1563.00	1609.90	1626.00	1674.80	1,932.90	1776.80
CL PERFUSION GR1 YR1	594.60	594.60	612.40	618.50	637.10	1,725.00	675.90
CL PERFUSION GR1 YR2	638.20	638.20	657.30	663.90	683-80	656.20	725.40
CL PERFUSION GR1 YR3	675.50	692.40	713.20	720.30	741.90	704.30	787.10
CL PERFUSION GR1 YR4	722.50	740.60	762.80	770.40	793.50	764.20	841.80
CL PERFUSION GR1 YR5	758.30	777.30	800.60	808.60	832.90	817.30	883.60
CL PERFUSION GR1 YR6	797.00	816.90	841.40	849.80	875-30	857.90	928.60
CL PERFUSION GR2 YR1	842.30	863.40	889.30	898.20	925.10	901.60	981.50
CL PERFUSION GR2 YR2	884-00	906.10	933.30	942-60	970.90	952.90	1030.00
CL PERFUSION GR2 YR3	929.30	966.50	995.50	1005.50	1035.70	1000.00	1098.80
CL PERFUSION GR2 YR4	979.60	1018.80	1049.40	1059.90	1091.70	1066.80	1158.20
CL PERFUSION GR2 YR5	1014-00	1054.60	1086.20	1097.10	1130.00	1124.50	1198.80
CL PERFUSION GR2 YR6	1041-10	1082.70	1115.20	1126.40	1160.20	1163.90	1230.90
CL PERFUSION GR2 YR7	1098.60	1142.50	1176.80	1188.60	1224.30	1195.00	1298.80
CL PERFUSION GR3 YR1	1148.30	1194.20	1230.00	1242,30	1279.60	1261.00	1357.50
CL PERFUSION GR3 YR2	1209.40	1257.80	1295.50	1308.50	1347.80	1388.20	1429.80
CL PERFUSION GR3 YR3	1,294.50	1372.20	1413-40	1427.50	1470.30	1514.40	1559.80
DIETITIAN GR 1 YR 1	604.50	604.50	622.60	628.80	647-70	667.10	687.10
DIETITIAN GR 1 YR 2	627.50	627.50	646.30	652.80	672.40	692.60	713-40
DIETITIAN GR 1 YR 3	662.80	679.40	699.80	706.80	728-00	749.80	772-30
DIETITIAN GR 1 YR 4	704.10	721.70	743-40	750.80	773.30	796.50	820-40
DIETITIAN GR 1 YR 5	752.30	771.10	794.20	802.10	826-20	851.00	876.50
DIETITIAN GR 1 YR 6	799.90	819.90	844.50	852.90	878-50	904.90	932.00
DIETITIAN GR 2 YR 1	830.90	851.70	877.30	886.10	912.70	940.10	968-30
DIETITIAN GR 2 YR 2	858.10	879.60	906.00	915.10	942-60	970.90	1000.00
DIETITIAN GR 2 YR 3	885.40	907.50	934.70	944.00	972-30	1001.50	1031.50
DIETITIAN GR 2 YR 4	912.30	948.80	977.30	987.10	1016.70	1047.20	1078.60
DIETITIAN GR 3 YR 1	950.30	988.30	1017.90	1028.10	1058.90	1090.70	1123.40
DIETITIAN GR 3 YR 2	983.40	1022.70	1053-40	1063.90	1095.80	1128.70	1162.60
DIETITIAN GR 3 YR 3	1015.50	1056.10	1087.80	1098.70	1131.70	1165.70	1200.70
DIETITIAN GR 3 YR 4	1098.60	1142.50	1176.80	1188.60	1224.30	1261.00	1298.80
DIETITIAN GR4 YR1	1112.10	1156.60	1191.30	1203.20	1239.30	1276.50	1314.80
DIETITIAN GR4 YR2	1150.60	1196.60	1232.50	1244.80	1282.10	1320.60	1360.20
DIETITIAN GR4 YR3	1189.10	1236.70	1273.80	1286.50	1325.10	1364.90	1405.80
DIETITIAN GR4 YR4	1227.80	1276.90	1315.20	1328.40	1368.30	1409.30	1451.60
DIETITIAN GR4 YR5	1294.50	1372.20	1413-40	1427.50	1470.30	1514.40	1559.80
AUDIOLOGIST GR 1 YR1	594.60	594.60	612.40	618-50	637.10	656-20	675.90
AUDIOLOGIST GR 1	638.20	638.20	657.30	663.90	683-80	704.30	725-40

YR2							
AUDIOLOGIST GR 1	675.50	692.40	713.20	720-30	741.90	764.20	787.10
YR3							
AUDIOLOGIST GR 1	722.50	740.60	762.80	770-40	793-50	817.30	841-80
YR4							
AUDIOLOGIST GR 1	758.30	777.30	800.60	808.60	832.90	857.90	883.60
YR5							
AUDIOLOGIST GR 1	797.00	816.90	841.40	849.80	875.30	901.60	928.60
YR6							
AUDIOLOGIST GR 2	797.00	816.90	841.40	849.80	875.30	901.60	928.60
YR1							
AUDIOLOGIST GR 2	842.30	863.40	889.30	898.20	925.10	952.90	981.50
YR2							
AUDIOLOGIST GR 2	884.00	906.10	933.30	942.60	970.90	1000.00	1030.00
YR3							
AUDIOLOGIST GR 2	929.30	966.50	995.50	1005.50	1035.70	1066.80	1098.80
YR4							
AUDIOLOGIST GR 3	979.60	1018.80	1049.40	1059.90	1091.70	1124.50	1158.20
YR1							
AUDIOLOGIST GR 3	1014.00	1054.60	1086.20	1097.10	1130.00	1163.90	1198.80
YR2							
AUDIOLOGIST GR 3	1041.10	1082.70	1115.20	1126.40	1160.20	1195.00	1230.90
YR3							
AUDIOLOGIST GR 3	1098.60	1142.50	1176.80	1188.60	1224.30	1261.00	1298.80
YR4							
Allowances							
Change of Roster	14.85	N/C	15.30	15.45	15.95	16.40	16.90
Higher Qual							
Allowance							
Scientist,							
Audiologist,							
Perfusionist							
Graduate				28.80	29.70	30.55	31.45
Certificate							
Graduate Diploma...				46.80	48.20	49.65	51.15
MSc	38.65	N/C	39.80	54-00	55.65	57.30	59.00
PhD	59.45	N/C	61.25	72.05	74.20	76.40	78.70
Dietitians							
Graduate				28.30	29-10	30.00	30.90
Certificate							
Graduate Diploma...				45.95	47.30	48.75	50.20
MSc	40.80	N/C	42.00	53.00	54-60	56-25	57.95
PhD	62.75	N/C	64.65	70.70	72.80	75.00	77.25
On Call Allowance	15.95	N/C	16.45	16.60	17.10	17.60	18.15
	31.90	N/C	32.85	33.20	34-20	35.20	36.30
Sole Allowance	29.75	N/C	30.60	30.95	31.85	32.80	33.80
Shift Allowance							
Morning & Afternoon	14.85	N/C	15.30	15-45	15.95	16.40	16.90
Shift							
Night Shift	31.15	N/C	32.10	47.10	48.50	49.95	51.45
Permanent Night	36.05	N/C	37.15	52.15	53.70	55.30	56.95
Shift							
Change of Shift	23.80	N/C	24.50	24.75	25.50	26.25	27.05
Psychologists Award							
Date of Increase	1-Jul-99	1-Apr-00	1-Jul-00	1-Oct-00	1-Mar-01	1-Mar-02	1-Mar-03
Percentage Increase			3%	1%	3%	3%	3%
PSYCHOLOGIST GR1	583.60	583.60	601.10	607.10	625.30	644.10	663.40
YR1							

PSYCHOLOGIST GR1 YR2	613.20	613.20	631.60	637-90	657.00	676.70	697.00
PSYCHOLOGIST GR1 YR3	648.80	648.80	668.30	675.00	695.30	716.20	737.70
PSYCHOLOGIST GR1 YR4	682.70	699.80	720.80	728.00	749.80	772.30	795.50
PSYCHOLOGIST GR1 YR5	718.90	736.90	759.00	766-60	789.60	813.30	837.70
PSYCHOLOGIST GR1 YR6	752.80	771.60	794.70	802.60	826.70	851.50	877.00
PSYCHOLOGIST GR1 YR7	793.30	813.10	837.50	845-90	871.30	897.40	924-30
PSYCHOLOGIST GR2 YR1	847.90	869.10	895.20	904.20	931-30	959.20	988.00
PSYCHOLOGIST GR2 YR2	873.60	895.40	922.30	931.50	959.40	988.20	1017-80
PSYCHOLOGIST GR2 YR3	899.20	921.70	949.40	958.90	987.70	1017.30	1047.80
PSYCHOLOGIST GR2 YR4	928.50	965.60	994.60	1004.50	1034.60	1065.60	1097.60
PSYCHOLOGIST GR3 YR1	978.20	1017.30	1047.80	1058.30	1090.00	1122.70	1156.40
PSYCHOLOGIST GR3 YR2	1013.70	1054.20	1085.80	1096.70	1129.60	1163.50	1198.40
PSYCHOLOGIST GR3 YR3	1050.70	1092.70	1125.50	1136.80	1170.90	1206.00	1242.20
PSYCHOLOGIST GR3 YR4	1098.60	1142.50	1176.80	1188.60	1224.30	1261.00	1298.80
PSYCHOLOGIST GR4 YR1	1101.10	1145.10	1179.50	1191.30	1227.00	1263.80	1301-70
PSYCHOLOGIST GR4 YR2	1141.50	1187.20	1222.80	1235.00	1272.10	1310.30	1349-60
PSYCHOLOGIST GR4 YR3	1195.50	1243.30	1280.60	1293.40	1332.20	1372.20	1413-40
PSYCHOLOGIST GR4 YR4	1245.70	1295.50	1334.40	1347.70	1388.10	1429.70	1472.60
PSYCHOLOGIST GR4 YR5	1294.50	1372.20	1413.40	1427.50	1470.30	1514.40	1559.80
Allowances							
Change of Roster Higher Qual Allowance	14.60	N/C	15.00	15.20	15.65	16.10	16.60
Graduate Certificate				27-00	27.80	28-65	29.50
Graduate Diploma...				43.90	45.20	46.55	47.95
Msc ...	43.75	N/C	45.10	50.60	52.15	53.70	55.30
PhD	58.35	N/C	60.10	67.50	69.55	71.60	73.75
Shift Allowance							
Morning & Afternoon Shift	14.60	N/C	15.00	15.20	15.65	16.10	16.60
Night Shift	23.35	N/C	32.10	47.10	48.50	49.95	51.45
Permanent Night Shift	29.20	N/C	37.15	52.15	53.70	55.30	56.95
Change of Shift	23.35	N/C	24.05	24.30	25.00	25.75	26.55

Appendix B

Study Leave

If more than 5% of eligible employees apply for study leave as prescribed by clause 35, discussions shall take place between the HSUA #4 Branch and the Government.

Staffing Numbers

By 31 March 2004, a total net addition of 100 EFT of designations covered by the Agreement will be employed in the agencies respondent to this agreement. The parties expect that a number of Pharmacists will be included among this net addition of 100 EFT. A further 10 EFT will be funded through separate arrangements with individual services, specifically for Pharmacists. A further 25 EFT will be added for funded vacancies in designations covered by this Agreement and specific outcomes from the Decision of Commissioner Blair on 21 December 2000.

The parties expect that increases in EFT will be spread evenly over the life of this Agreement, with the exception that the 10 Pharmacy EFT funded through separate arrangements will be engaged by 31 December 2001.

The Union, VHIA and DHS will monitor the variation in designations covered by this Agreement on a regular basis, as follows:

- (a) The number of EFT employees employed under this Agreement as at 1 July 2001, the 'datum point', will be agreed by the parties as derived from an assessment of payroll data.
- (b) Minimum payroll data sets will be provided at 6 monthly intervals to the parties,
- (c) The minimum payroll data set will contain the designations covered by this Agreement by each place of work.
- (d) At 6 monthly intervals, the parties will assess the minimum payroll data set to establish the number of net additional staff employed in the agencies respondent to this Agreement.

If at 6 monthly intervals the net addition of EFT employed over the datum point is less than an average of 21 for each 6 months from 1 July 2001, DHS will bring this to the attention of agencies.

If at the end of the first 12 months (ie at 30 June 2002) the net addition of EFT over the datum point is less than 42, DHS will ensure agencies employ additional number of staff to a maximum of 42 EFT consistent with service agreement objectives to achieve best patient outcomes, following consultation with the union and VHIA.

If at the end of the second 12 month period (ie at 30 June 2003), the net addition of EFT over the datum point is less than 84, DHS will ensure agencies employ additional number of staff to a maximum of 84 EFT, consistent with service agreement objectives to achieve best patient outcomes, following consultation with the union and VHIA.

If at 31 March 2004, the net addition of EFT over the datum point is less than 135, including 10 Pharmacy EFT, DHS will ensure agencies employ additional number of staff to a maximum of 135 EFT consistent with service agreement objectives to achieve best patient outcomes, following consultation with the union and VHIA.

With respect to the designation of pharmacist, DHS, VHIA and the HSUA #4 will establish a working party to:

- (a) Develop a recruitment strategy to attract Pharmacists back to the Victorian Public Health Sector,
- (b) Consider enhancements to rural Pharmacy Services, including the reintroduction of Locum Services for regional Victoria, and
- (c) Review the likely staffing impact of the introduction of the Pharmaceutical Benefits Scheme (PBS).

