

LIFEHOUSE
HEALTH PROFESSIONALS AND SUPPORT SERVICES
ENTERPRISE AGREEMENT 2022

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1. Title

This Agreement shall be known as the *Lifehouse Health Professionals and Support Services Agreement 2022* (“**Agreement**”).

2. Coverage

This Agreement will cover:

- 2.1 Lifehouse Australia as the trustee for Lifehouse Australia Trust (hereafter referred to as “**Lifehouse**” or the “**Employer**”), 119-143 Missenden Road, Camperdown, NSW, 2050;
- 2.2 Subject to the requirements set out in the Act, the Health Services Union of Level 2, 109 Pitt Street, Sydney, NSW, 2000 (“**Union**”); and
- 2.3 All Employees of the Employer employed in classifications listed in the Schedules to this Agreement.

3. Date and Period of Operation

- 3.1 This Agreement shall commence operation from the seventh day after approval by FWC (“**Commencement Date**”) and shall remain in force until 31 August 2024 and thereafter in accordance with the Act.
- 3.2 The parties agree that discussions shall commence for a new agreement no later than six months prior to this expiry date of the Agreement.

4. No Extra Claims

- 4.1 During the term of this Agreement, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the Employees covered by the Agreement and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those Employees will be instituted before FWC.
- 4.2 The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing Agreement provisions.

4A. Relationship with the NES

In the event of an inconsistency between the NES and the Agreement, and the NES provides a greater benefit to an employee, the NES provision will apply to the extent of the inconsistency.

5. Definitions

Unless the context otherwise indicates or requires the several expressions hereunder defined shall have their respective meanings assigned to them:

- 5.1 “**Act**” means the *Fair Work Act 2009* (Cth) in force as amended or replaced from time to time.
- 5.2 “**Eligible Directly Impacted Employee**” (“**EDIE**”) for the purposes of this Agreement means an Employee:
 - a) employed by the Sydney Local Health District (“**SLHD**”), in a position identified as directly impacted by the transfer of cancer services to Lifehouse; and
 - b) who was advised in writing by the SLHD that they are so impacted prior to the transfer of services, and are offered and accept employment with Lifehouse; and

- c) who are advised in writing by Lifehouse that their employment with Lifehouse will be subject to the EDIE transition arrangements as set out in Schedule 10.

5.3 “**FWC**” means the Fair Work Commission or its replacement in accordance with the Act.

5.4 “**Hospital**” means the private hospital and day procedure centre as defined by the *Private Health Facilities Act 2007* (NSW) operated by the Employer at Missenden Road, Camperdown NSW, as well as any other health services conducted by the Employer from time to time.

5.5 “**On Call**” means a period an Employee is required to make himself/herself available outside of a normal rostered shift.

5.6 “**Shift Worker**” means a worker who works ordinary hours outside the span of a day worker (see clause 23.2).

6. Agreement Flexibility

6.1 Lifehouse and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- a) the arrangement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
- b) the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in subclause 6.1a); and
- c) the arrangement is genuinely agreed to by the Employer and Employee.

6.2 The Employer must ensure that the terms of the individual flexibility arrangement:

- a) are about permitted matters under section 172 of the Act; and
- b) are not unlawful terms under section 194 of the Act; and
- c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

6.3 The Employer must ensure that the individual flexibility arrangement:

- a) is in writing; and
- b) includes the name of the Employer and Employee; and
- c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and

- (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - e) states the day on which the arrangement commences.
- 6.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 6.5 The Employer or Employee may terminate the individual flexibility arrangement:
- a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - b) if the Employer and Employee agree in writing — at any time.

7. Consultation

7.1 This term applies if:

- a) the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on Employees of the enterprise; or
- b) the Employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable (see clause 7.6).

7.2 The Employer must consult the Employees about:

- a) a major workplace change in production, program, organisation, structure or technology that is likely to have a significant effect on the Employees; or
- b) a change to their regular roster or ordinary hours of work.

7.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

7.4 If:

- a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- b) the Employee or Employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

7.5 In regards to a major workplace change, as soon as practicable after making its decision, the Employer must:

- a) discuss with the relevant Employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
- b) for the purposes of the discussion — provide, in writing, to the relevant Employees:

- (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.
- c) give prompt and genuine consideration to matters raised about the major workplace change by the relevant Employees.
- 7.6 For a change to the Employees' regular roster or ordinary hours of work, the Employer is required to:
- a) to provide information to the relevant Employees about the change; and
 - b) to invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - c) to consider any views given by the relevant Employees about the impact of the change.
- 7.7 The requirement to consult under clause 7.6:
- a) is to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements; but
 - b) does not apply where an Employee has irregular, sporadic or unpredictable working hours.
- 7.8 The Employer is not required to disclose confidential or commercially sensitive information the disclosure of which would be contrary to the Employer's interests.
- 7.9 In this term, a major workplace change is likely to have a significant effect on Employees if it results in:
- a) the termination of the employment of Employees; or
 - b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
 - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d) the alteration of hours of work; or
 - e) the need to retrain Employees; or
 - f) the need to relocate Employees to another workplace; or
 - g) the restructuring of jobs.
- 7.10 In this term, "**relevant Employees**" means the Employees who may be affected by the change / decision referred to at clause 7.1.

8. Dispute Resolution

- 8.1 All parties must use their best endeavours to cooperate in order to avoid any grievances and/or disputes. A dispute may be about any matter.
- 8.2 Where a dispute arises (including about any matter arising under the Agreement and/or in relation to the National Employment Standards), regardless of whether it relates to an individual employee or to a group of employees, the matter must be discussed in the first instance by the employees(s) (or the employees

nominated representative on behalf of the employee(s) if the employee(s) so request(s)) and the immediate supervisor of that employee(s).

- 8.3 If the matter is not resolved within a reasonable time it must be referred by the employee(s)' immediate supervisor to the Chief Executive Officer of the employer (or his or her nominee) and may be referred by the employee(s) to their nominated representative. The matter will be acknowledged by the CEO (or his or her nominee) within 2 days of such referral. Discussions at this level must take place and be concluded within seven working days of referral or within an extended period as reasonably agreed by the parties .
- 8.4 If the matter remains unresolved, the employee(s) or their nominated representative must then confer with the appropriate level of management. Discussions at this level must take place and be concluded within seven working days of referral or such extended period as may be agreed.
- 8.5 If a dispute is unable to be resolved at the workplace, and all appropriate steps under paragraphs 8.1 to 8.4 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission ("FWC"). Unless the parties agree otherwise, FWC is expressly permitted by this Agreement to perform any function that it considers appropriate to ensure the settlement of the dispute. Without limiting the scope of such functions, they shall include mediation, conciliation and/or arbitration. The employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 8.6 The status quo before the emergence of the issue must continue whilst these procedures are being followed. For this purpose 'status quo' means the work procedures and practices in place:
- (a) immediately before the issue arose; or
 - (b) immediately before any change to those procedures or practices, which caused the issue to arise, was made.

The Employer must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.

- 8.7 Throughout all stages of these procedures, adequate records must be kept of all discussions.
- 8.8 These procedures will be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.

9. Part-time and Casual Employees

9.1 Full-Time

A Full-time Employee is one who is employed to work 38 ordinary hours per week or works an average of 38 ordinary hours per week pursuant to clause 23.2.

9.2 Part-time

- a) A Part-time Employee is one who is appointed by the Employer to work a specified number of hours each roster cycle which are less than those prescribed for a Full-time Employee. Before commencing employment, the Employer and Employee will agree in writing on:
- (i) the span of hours that the Employee may be rostered within a fortnight. This span of hours shall include which shifts the Employee may be rostered to work; and
 - (ii) the days of the week the Employee may be rostered to work within a fortnight; and
 - (iii) the agreed minimum number of contracted hours to be worked per fortnight

- b) A Part-time Employee shall be paid an hourly rate calculated on the basis of one thirty eighth of the normal weekly rate available for Full-time Employees of the same classification.
- c) Part-time Employees are not entitled to an allocated day off (“**ADO**”) under clause 23.
- d) The specified number of hours may be balanced over a roster cycle, provided that the average weekly hours worked shall be deemed to be the specified number of hours for the purposes of accrual of leave provided for by this Agreement. Provided further that there shall be no interruption to the continuity of employment merely by reason of an Employee working on a "week-on", "week-off" basis in accordance with this subclause.
- e) Employees engaged under this clause shall be entitled to all other benefits of the Agreement not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to Full-time hours.

9.3 Casual

- a) A casual employee is defined under section 15A the Fair Work Act. In summary this is where a person accepts an offer of employment on the basis that the employer makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work for the person. A casual employee can elect to accept or reject work that is offered during their engagement as a casual employee.
- b) A casual employee shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate, prescribed by clause 12, Salaries, plus the casual loading of 25 per centum thereof, with a minimum payment of two hours for each start, and one thirty-eighth of the appropriate allowances prescribed by clause 21, Uniform and Laundry Allowances.
- c) With respect to a casual employee the provisions of clause 35, Annual Leave; clause 19, Mobility, Excess Fares and Travelling, clause 42, Study Time, shall not apply.
- d) Casual employees shall not be entitled to the paid leave provisions set out in this Agreement.
- e) A casual employee who is required to and does work on a public holiday shall be paid for the time actually worked at the rate of double time and one-half such payment being in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday; provided that a casual employee shall not be entitled to be paid in addition the casual loading prescribed in subclause (b) in respect of such work.

9.4 Casual Conversion

- a) A casual employee who has been rostered on a regular and systematic basis over a period of 6 months has the right to request conversion to permanent employment:
 - (i) on a full time contract where the employee has worked on a full time basis throughout the period of casual employment; or
 - (ii) on a permanent part time contract where the employee has worked on a permanent part time basis throughout the period of casual employment. Such contract would be on the basis of the same number of hours as previously worked, unless other arrangements are agreed between the employer and the employee.
- b) The employer may consent to or refuse the request, but shall not unreasonably withhold agreement to such a request.

- c) Casual conversions will not apply where a casual covered absences of permanent staff that are expected to return to work.
- d) A casual employment may also be entitled to convert to permanent employment in line with the NES.

10. Termination of Employment

10.1 Except when the conduct of an employee justifies instant dismissal, the services shall be terminated by the employer only by the following notification periods,

Employee’s period of continuous service with the employer at the end of the day the notice is given	Period
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

or by payment of the relevant notification period in lieu thereof, or a combination of notice and pay in lieu.

- 10.2 The notification period set out in clause 10.1 is increased by 1 week if the employee is over 45 years old and has completed at least 2 years of continuous service with the employer at the end of the day notice is given.
- 10.3 The notice of termination required to be given by an employee is the same as that required of the employer except there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- 10.4 If an employee who is at least 18 years old does not give the period of notice required under paragraph 10.3, then the employer may deduct from wages due to the employee under this Agreement an amount that is no more than one week’s wages for the employee.
- 10.5 If the employer has agreed to a shorter period of notice than that required under paragraph 10.3, then no deduction can be made under paragraph 10.4.
- 10.6 Any deduction made under paragraph 10.4 must not be unreasonable in the circumstances and be in accordance with the requirements of the Act which require written agreement between the employer and the employee.

11. Redundancy

11.1 For employees employed prior to 17 September 2015, the following redundancy payment provisions apply:

- a) Notice of 4 weeks (or 5 weeks if the Employee is over 45 years old and has completed at least 5 years of continuous service with the Employer), or payment in lieu – which applies in lieu of, and not in addition to, the notice applicable under subclause 10.2, and
- b) Severance Payment at the rate of three (3) weeks per year of continuous service up to a maximum of thirty-nine (39) weeks, with pro-rata payments for incomplete years of service rounded up on a quarterly basis.

11.2 This sub-clause applies to Employees employed under this Agreement employed on or after 17 September 2015:

Severance pay

- a) In addition to the period of notice prescribed under subclause 10.2 an Employee whose employment is terminated on grounds of redundancy shall be paid the following amount of severance pay in respect of a period of his or her continuous service with the Employer.
- b) If an Employee is under 45 years of age, the Employer shall pay in accordance with the following scale:

<u>Years of Service</u>	<u>Entitlement</u>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- c) Where an Employee is 45 years of age or over, the entitlement shall be in accordance with the following scale:

<u>Years of Service</u>	<u>Entitlement</u>
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

11.3 The below sub-clauses apply to all employees.

Definitions

- a) "Week's" Pay' means the all-purpose rate of pay for the Employee concerned at the date of termination, and shall include, in addition to the Salary, over-Agreement payments, shift / weekend penalties and allowances provided for in accordance with this Agreement.

Transfer to lower paid duties

- b) Where an Employee is transferred to lower paid duties on grounds of redundancy, the Employee shall be entitled to the same period of notice of transfer as she/he would be entitled to if her/his employment had been terminated, and the Employer may at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks' notice still owing.

Employee Leaving During Notice Period

- c) An Employee whose employment is terminated for on grounds of redundancy may terminate her/his employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had she/he remained with the Employer until the expiry of such

notice. Provided in such circumstances the Employee shall not be entitled to payment in lieu of notice.

Alternative Employment

- d) Subject to an application by the Employer and further order of FWC, the Employer may pay a lesser amount (or no amount) of severance pay than that contained in this clause if the Employer obtains acceptable alternative employment for an Employee.

Time off Period of Notice

- e) During the period of notice of termination given by the Employer, an Employee shall be allowed up to one (1) days' time off without loss of pay during each week of notice for the purpose of seeking other employment.
- f) If the Employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the Employer, produce proof of attendance at an interview or she/he shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

Statement of Employment

- g) The Employer shall, upon receipt of a request from an Employee whose employment has been terminated, provide the Employee with a written statement specifying the period of the Employee's employment with the Hospital and the classification of, or the type of work performed by, the Employee.

Notice to Centrelink

- h) Where a decision has been made to terminate the employment of Employees and where the Act requires, the Employer shall notify Centrelink thereof as soon as possible, giving relevant information including the number and categories of the Employees likely to be affected and the period over which the terminations are intended to be carried out.

Centrelink Separation Certificate

- i) The Employer shall, upon receipt of a request from an Employee whose employment has been terminated, provide to the Employee an "Employment Separation Certificate" in the form required by Centrelink.

Employees with Less Than One Year's Continuous Service

- j) This clause does not apply to Employees with less than one (1) year's continuous service.

Employees Exempted

- k) This clause shall not apply where employment has been terminated because the conduct of the Employee justifies instant dismissal or in the case of casual Employees, or Employees engaged for a specific period of time or for a specified task or tasks.

12. Salary

12.1 Full time Employees will be paid the applicable Salary set out in the Schedules of this Agreement from the commencement of the first full pay period commencing on or after the dates set out therein.

12.2 This clause does not preclude the Employer, at the Employer's sole discretion:

- a) initially appointing an Employee to a higher step within the Employee range; or

- b) accelerating an Employee through the steps within the Employee range irrespective of their length service.

13. Salary Packaging

- 13.1 Employees may be able to make voluntary pre-tax contributions or payments through a written salary packaging agreement between the Employer and the Employee. The Employer will pay the salary packaging amount in accordance with the salary sacrifice agreement.
- 13.2 An Employee may apply to have their ordinary time earnings reduced by an amount nominated by them as a salary packaging contribution for their benefit.
- 13.3 The total value of the reduced salary and the agreed value of the benefits provided will not be less than the amount that would otherwise be paid if the salary sacrifice/ packaging arrangement was not in place. Employees will be offered the opportunity to choose from the list of benefits, which will be paid by the Employer, through the provider of the service, instead of receiving gross salary. Gross salary is reduced by the amount of the benefits paid by the Employer. The new gross salary is then subject to PAYG tax.
- 13.4 The Employer will nominate a provider of salary packaging services to manage these arrangements. The cost of the administration of the salary packaging arrangement is to be borne by the Employee and deducted from the Employee's account each fortnight.
- 13.5 The Employer shall meet the cost of implementing the administrative and payroll arrangements necessary for the introduction of salary packaging to Employees under this Agreement.
- 13.6 All existing entitlements such as superannuation, leave loading, penalties and overtime etc., will be based on the pre-packaged salary.
- 13.7 The parties recognise the need for Employees to consider independent financial and taxation advice and recommend that Employees consider such advice prior to entering into salary packaging arrangements.
- 13.8 Employees will have access to salary packaging arrangements subject to the following provisions:
 - a) Accessing a salary packaging arrangement is a voluntary decision to be made by the individual Employee.
 - b) The Employee wishing to enter into a salary packaging arrangement will be required to sign a document which indicates that:
 - (i) The Employee has sought expert advice in relation to entering into such an arrangement and;
 - (ii) The Employee understands that in the event that Fringe Benefits Tax ("FBT") becomes payable on the benefit items which are selected, the salary packaging arrangement shall lapse and a new arrangement be put in place whereby the total cost of salary packaging to the Employer does not increase.
 - c) If the Employee elects to continue with packaging, the cost of the payment of the FBT will be passed back to the Employee, or benefit items can be converted back to the agreed salary as per this Agreement.
 - d) That upon resignation or termination of employment of the Employee with the Employer, the Employer shall be, by deduction from final payments or upon demand, reimbursed any amounts of over-expenditure.
- 13.9 In the event that the law governing superannuation and/or taxation make the objective of this clause ineffective, unattainable or illegal, the Employer will advise the Employee concerned. The salary packaging contribution arrangement will be terminated or amended to comply with such laws.

- 13.10 Unless otherwise agreed by the Employer, an Employee may terminate their salary packaging contribution/payment by giving not less than one (1) month's written notice, provided the terms of any other agreement relating to the salary packaging benefit are met.

14. Payment and Particulars of Salary

- 14.1 Wages shall be paid fortnightly. Any changes to payment procedures are to be the subject of consultation with the individual Employee affected and, where requested by the Employee, the Union.
- 14.2 Employees shall have their salary paid into one account with a bank or other financial as nominated by the Employee except where agreement as to another method of payment has been reached between the Employee and the Employer due to the isolation of the work location. Salaries shall be deposited in sufficient time to ensure that wages are available for withdrawal by Employees no later than pay day provided that this requirement shall not apply where Employees nominate accounts with non-bank financial institutions which lack the technological or other facilities to process salary deposits within 24 hours of the Employer making their deposits with such financial institutions but in such cases the Employer shall take all reasonable steps to ensure that the wages of such Employees are available for withdrawal by no later than pay-day.
- 14.3 Notwithstanding the provisions of subclause 14.2, an Employee who has been given notice of termination of employment, in accordance with subclause 10.1 of this Agreement, shall be paid all moneys due to him/her within 7 days after the day on which the employee's employment terminates.
- 14.4 On each pay day an Employee, in respect of the payment then due, shall be furnished with a statement, in writing, containing the following particulars, namely, name, the amount of ordinary salary, the total number of hours of overtime worked, if any, the amount of any overtime payment, the amount of any other moneys paid, and the purpose for which they are paid and the amount of the deductions made from total earnings and the nature thereof.
- 14.5 Where retrospective adjustments of wages are paid to Employees, such payments where practical shall be paid as a separate payment to ordinary wages. Such payment shall be accompanied by a statement containing particulars as set out in subclause 14.4.
- 14.6 Employees proceeding on Long Service Leave and Annual Leave shall, on request in writing, be paid in advance prior to commencing such leave. However, where an Employee wishes to receive their pay on their usual pay day, this shall be done.

15. Underpayment and Overpayment

- 15.1 The following process will apply once the issue of underpayment or overpayment is substantiated.

Underpayment

- 15.2 If the amount underpaid is equal to or greater than one (1) day's Salary for the Employee, the underpayment will be rectified within three (3) working days.
- 15.3 If the amount underpaid is less than one (1) day's Salary it will be rectified by no later than the next normal pay. However if the Employee can demonstrate that rectification in this manner would result in undue hardship every effort will be made by the Employer to rectify the underpayment within three (3) working days.

Overpayment

- 15.4 In all cases where overpayments have occurred, the Employer shall as soon as possible advise the Employee concerned of both the circumstances surrounding the overpayment and the amount involved. The Employer will also advise the Employee of the pay period from which the recovery of the overpayment is to commence.

- 15.5 One off overpayments will be recovered in the next normal pay, except that where the Employee can demonstrate that undue hardship would result, the recovery rate shall be at 10% of an Employee's gross fortnightly Salary.
- 15.6 Unless the Employee agrees otherwise, the maximum rate at which cumulative overpayments can be recovered is an amount, calculated on a per fortnight basis, equivalent to 10% of the Employee's gross fortnightly Salary.
- 15.7 The recovery rate of 10% of an Employee's gross fortnightly base pay referred to above may be reduced by agreement, where the Employee can demonstrate that undue hardship would result.
- 15.8 Where an employer has overpaid an employee, the employer shall notify the employee of such overpayment and how such overpayment is made up, in writing, and may recover such amount, with the agreement of the employee as to the amount of the overpayment and the method of such recovery. This subclause authorises the use of deductions from wages for the purpose of such recovery. All such deductions from wages must be authorised in writing by the employee in accordance with s. 324 of the Act.

16. Superannuation

- 16.1 The Employer will make superannuation contributions into a complying fund in accordance with the Superannuation Guarantee (“SG”) legislation as varied from time to time.
- 16.2 An Employee may nominate one complying fund to which all Agreement and statutory superannuation contributions shall be paid, subject to Employer approval of the fund nominated by the Employee. Provided that the Employer shall not unreasonably withhold agreement.
- 16.3 Where no such nomination is made before any such contributions become payable, the contributions referred to in this clause will be paid into the Employers default fund which is currently First State Super. First State Super is a fund that offers a My Super Product.

17. Higher Duties

With the approval of the Employer an Employee who is called upon to relieve an Employee in a higher classification continuously for five working days or more, and who satisfactorily performs the whole of the duties and assumes the whole of the responsibilities of the higher classification as required by the Employer, shall be entitled to receive, for the period of relief, the minimum pay of such higher classification.

18. Special Working Conditions

- 18.1 The provisions of this clause shall not apply to persons employed as a Health Manager under this Agreement.
- 18.2 Employees shall be paid an allowance as set out in Item 10 of Table 1 for each shift or part thereof during which they are engaged in handling linen of a nauseous nature other than linen sealed in bags.
- 18.3 Employees shall be paid an allowance as set out in Item 42 of Table 1 for each shift or part thereof during which they elect to and, in fact, perform cleaning duties in infectious areas where barrier nursing is being carried out. The allowance will also be payable to employees, who, in any shift, assist in the lifting and/or transporting of infectious patients. Employees are to be given the option of working in the infectious area.
- 18.4 An employee required to wear a lead apron shall be paid an allowance as set out in Item 15 of Table 1 for each hour or part thereof that he/she is required to wear the said apron.
- 18.5 An employee who is required to handle and be responsible for monies and issuing receipts for same, shall be paid a weekly allowance in the nature of salary as set out in Item 16 of Table 1. This subclause shall not apply to employees whose ordinary weekly rate of pay is in excess of that prescribed from time to time for an Administration Officer Level 1, Year 5, under this Agreement.

18.6 Rates not subject to Penalty Provisions - The special rates herein prescribed shall be paid irrespective of the times at which the work is performed, and shall not be subject to any premium or penalty conditions.

18.7 Extra Rate Not Cumulative - When more than one of the above rates provide payment for disabilities of substantially the same nature then only the highest of such rates shall be payable.

19. Mobility, Excess Fares and Travelling

19.1 For the purpose of this clause, “**accustomed place of work**” shall mean the Hospital where an Employee is regularly required to commence duty by the Employer.

19.2 An Employee shall be required to proceed to the accustomed place of work and return home once on each ordinary working day or shift in the Employee's own time and at the Employee's own expense.

19.3 No payment shall be made under this clause unless the Employer is satisfied that the Employee has incurred additional expenditure in having to report to an alternate place of work, at the direction of the Employer.

19.4 Travel, to an alternative place of work, either by public transport or own mode of conveyance, shall in all instances be by the most direct route.

Temporary relocation

19.5 Where an Employee is directed to report for duty to a place of work other than the Employee's accustomed place of work the Employee shall travel to and from the alternative place of work in the Employer's time for those periods in excess of time normally taken to travel to and from the accustomed place of work.

19.6 If the excess of travelling time on a particular day or shift is greater than the prescribed ordinary hours of duty for the particular category of staff for that day or shift, then the excess of hours shall be paid at the ordinary rate of pay to the extent of the excess of travelling time.

19.7 Fares incurred by such Employee in excess of the fares normally incurred in travelling to the Employee's accustomed place of work and returning home from the accustomed place of work, shall be reimbursed.

19.8 Where the Employee is required to report to an alternative place of work and has the prior approval of the Employer to travel by his/her own mode of conveyance, the Employee shall be paid a kilometre allowance for kilometres travelled in excess of the kilometres the Employee normally travels between the accustomed place of work and home. The kilometre allowance will be in accordance with the ATO prescribed guidelines (ie. *Car Expenses using the Cents per Kilometre Method*) as in force and amended from time to time.

Permanent relocation

19.9 Where an Employer has determined that an Employee or Employees should report to a new accustomed place of work on a permanent basis, the decision must be discussed with the affected Employee(s) and, where requested by the Employee, the Union prior to notice of changed accustomed place of work being given.

19.10 The Employer shall give the Employee reasonable notice of the requirement to report to a new accustomed place of work. For the purpose of this subclause "**reasonable notice**" shall be one calendar month prior to the date the Employee is first required to report to the new accustomed place of work.

19.11 Where the accustomed place of work is changed on a permanent basis by the Employer, the Employee shall report to the new accustomed place of work on the date specified by the Employer.

Relievers

- 19.12 The provisions of this clause shall not apply to an Employee appointed to regularly perform relief duties, or to Employees specifically employed to perform duties at more than one place of work, except as provided in subclauses 19.13 and 19.14.
- 19.13 If a reliever incurs fares in excess of \$5.00 per day in travelling to and from the relief site, the excess shall be reimbursed.
- 19.14 Where a reliever, with the prior approval of the Employer, travels by his/her own mode of conveyance and incurs travelling costs in excess of \$5.00 per day to and from the relief site, such excess shall be reimbursed. The rate applicable shall be the kilometre allowance in accordance with the ATO prescribed guidelines (ie. *Car Expenses using the Cents per Kilometre Method*) as in force and amended from time to time, less \$5.00.

20. Telephone Allowance

The Employer shall supply a mobile telephone to an Employee rostered On Call.

21. Uniforms and Protective Clothing

- 21.1 Subject to subclause 21.3, sufficient serviceable uniforms or overalls shall be supplied, free of cost, to each Employee required to wear them; provided that any Employee to whom a new uniform or part of a uniform has been supplied by the Employer, who, without good reason, fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment thereof at a reasonable price in the absence of a satisfactory reason for the loss of such article or failure to produce such uniform or part thereof.
- 21.2 An Employee on leaving the service of the Employer shall return any uniform or part thereof supplied by the Employer which is still in use by that Employee immediately prior to leaving.
- 21.3 In lieu of supplying a uniform to an Employee, the Employer may pay to such Employee the sum set out in Schedule 1.
- 21.4 If the uniform of an Employee is not laundered at the expense of the Employer, an allowance set out in Schedule 1 shall be paid to such Employee.
- 21.5 The allowances referred to in subclauses 21.3 and 21.4 above are payable to Part-time Employees on the basis of one fifth of the full weekly allowance for each Shift worked in the week.
- 21.6 Each Employee whose duties require him/her to work out of doors shall be supplied with overboots. Sufficient raincoats shall also be made available for use by these Employees.
- 21.7 Each Employee whose duties require him/her to work in a hazardous situation with or near machinery shall be supplied with appropriate protective clothing and equipment.

22. Union Subscriptions

The Employer agrees, subject to prior written authorisation in accordance with the Act by individual Employees, to deduct Union subscriptions from the pay of the authorising Employee and remit to the Union.

23. Hours

- 23.1 The provisions of this clause shall not apply to persons employed as Health Manager Level 5 and above.
- 23.2 The ordinary hours of work for day workers and apprentices exclusive of meal times, shall be an average of 38 hours per week in each roster cycle to be worked Monday to Friday (inclusive) and shall be worked between 6.00am and 6.00pm.

- 23.3 The ordinary hours of work for shift workers, exclusive of meal times, shall not exceed an average of 38 hours per week in each roster cycle.
- 23.4 Each day worker shall be free from duty for not less than two full days in each week and at least one allocated day off in each four week period and each shift worker shall be free from duty for not less than two full days in each week or four full days in each fortnight and at least one allocated day off in each four week period. Where practicable such days off duty shall be consecutive. Provided that where there is agreement between the employer and an employee this provision may be altered so that the employee has an average of two full days per week and at least one allocated day off in each four week period free from duty in each roster cycle.
- NOTATION Such days off duty shall not be preceded by an afternoon or night shift unless an additional 8 hours are granted as sleeping time. An afternoon shift shall be one which commences at or after 1 pm and before 4 pm.
- 23.5 In each roster cycle of 28 days each employee shall work his or her ordinary hours of work on not more than nineteen days in the cycle. This principle is to be followed when formulating alternate roster cycles, examples of which are as follows:
- (a) In each roster cycle of 21 days each employee shall work his or her ordinary hours of work on not more than 14 days in the cycle; or
 - (b) In each roster cycle of 14 days each employee shall work his or her ordinary hours of work on not more than nine days in the cycle.
- 23.6 The employee's allocated day off duty shall be determined by mutual agreement between the employee and the employer having regard to the needs of the employer. Where practicable such allocated day off duty shall be consecutive with the days off duty prescribed by subclause 23.5 of this clause.
- 23.7 Once set the allocated day off duty may not be changed in a current cycle unless there are genuine unforeseen circumstances prevailing or there is mutual agreement. Where such circumstances exist and the allocated day off is changed, another day shall be substituted in the current cycle. Should this not be practicable and agreement is not reached in accordance with subclause 23.8 below, the day must be given and taken in the next cycle immediately following.
- 23.8 Where there is agreement between an employer and an employee, an employee's allocated day off duty prescribed by subclause 23.5 of this clause may be accumulated and be taken at a time mutually agreed upon between the employer and the employee, provided that the maximum number of allocated days off duty which may accumulate under this subclause shall be three. Any allocated day off duty accumulated but not taken at the date of termination, shall be paid out at ordinary rates applicable at date of termination as part of the usual termination entitlement.
- 23.9 Where an employee's allocated day off duty falls due during a period of workers' compensation, the employee, on returning to full-time duty, shall be given the next allocated day off in sequence.
- 23.10 Where an employee's allocated day off duty falls on a public holiday as prescribed by Clause 34, Public Holidays, the next working day or another mutually agreed working day shall be taken in lieu thereof.
- 23.11 Except for one meal break each day all time worked between the normal starting and ceasing time each day shall be at ordinary rates of pay.
- 23.12 A period of twenty minutes shall be allowed to employees for morning or afternoon tea and such period shall be included in the ordinary hours of work. Employees who are engaged for less than a whole shift on any one day shall be entitled to one tea break of ten minutes.

Approval may be given by the employer in special and exceptional circumstances when it is not possible for an employee to have a 20-minute break to take two ten-minute breaks at a time convenient to the employee's circumstances.

24. Make-up time

- 24.1 An Employee may elect, with the consent of the Employer, to work "make-up time". "Make-up time" is worked when the Employee takes time off during ordinary hours, and works those hours at another time, during the spread of ordinary hours provided for in clause 23 of this Agreement, at the ordinary rate of pay.
- 24.2 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 during ordinary hours and works those hours at another time) at the applicable Shift Work rate which would have been applicable to the hours taken off.

25. Breaks

- 25.1 There shall be a minimum break of ten hours between ordinary rostered shifts or eight hours by mutual agreement.

Rest Break

- 25.2 A period of twenty minutes shall be allowed to Employees for morning or afternoon tea and such period shall be included in the ordinary hours of work. Employees who are engaged for less than a whole shift on any one day shall be entitled to one tea break of ten minutes.
- 25.3 Approval may be given by the Employer in special and exceptional circumstances when it is not possible for an Employee to have a 20-minute break to take two ten-minute breaks at a time convenient to the Employee's circumstances.

Meal Break

- 25.4 Where practicable, Employees shall not be required to work more than four (4) hours without a meal break. By agreement between the Employer and an employee, an Employee(s) may work in excess of four (4) hours but not more than five (5) hours at ordinary rates of pay without a meal break. An employee who works not more than 6 hours may elect to forgo the meal break, with the consent of the employer.
- 25.5 Time not exceeding one hour and not less than thirty minutes shall be allowed for each meal, provided that where an Employee is called upon to work for any portion of the meal break, such time shall count as ordinary working time.

Breaks on Overtime

- 25.6 An Employee required to work Overtime following on the completion of his or her normal shift for more than two hours shall be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours Overtime; all such time shall be counted as time worked.
- 25.7 An Employee recalled to work Overtime after leaving the Employer's premises and who is required to work for more than four hours shall be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours Overtime; all such time shall be counted as time worked.
- 25.8 The meals referred to in subclauses 25.6 and 25.7 shall be allowed to the Employee free of charge. Where the Employer is unable to provide such meals an allowance as set out in Schedule 1 shall be paid to the Employee concerned.
- 25.9 Where an Employee is required to work an Overtime shift on his or her rostered day off, or on a shift changed in accordance with clause 24, the appropriate breaks for that shift, as prescribed in paragraphs 25.2 to 25.5, shall apply.

26. Roster of Hours

- 26.1 The provisions of this clause shall not apply to persons employed as Health Managers under this Agreement.

- 26.2 The ordinary hours of work for each Employee shall be displayed on a roster in a place conveniently accessible to Employees.
- 26.3 Where an Employee is entitled to an ADO, in accordance with clause 23.4, that ADO is to be shown on the roster of hours for that Employee.
- 26.4 Unless not reasonably practicable, the roster shall be displayed two weeks prior to the start date of the first working period in any roster.
- 26.5 Provided that this provision shall not make it obligatory for the Employer to display any roster of ordinary hours of work of members of the relieving staff / casual employees.
- 26.6 Notwithstanding the foregoing provisions of this clause, a roster may be altered at any time to enable the service of the Employer to be carried on where another Employee is absent from duty on account of illness or in an emergency: Provided that where any such alteration involves an Employee working on a day which would otherwise have been such Employee's day off, the day off in lieu thereof shall be as mutually arranged. Further, the Employer may change an Employee's roster at short notice, with the agreement of the Employee, for any reasonable ground including unexpected situations and unforeseen fluctuations in patient dependency.

27. Shift Work and Week-End Work

- 27.1 The provisions of this clause shall not apply to persons employed as Health Managers under this Agreement.
- 27.2 Shift Workers working Afternoon or Night shift shall be paid the following percentages in addition to the ordinary rate for such shift. Provided that Employees who work less than 38 hours per week shall only be entitled to the additional rates where their shifts commence prior to 6.00 a.m. or finish subsequent to 6.00 p.m.
 - a) Afternoon shift commencing at or after 10.00 a.m. and before 1.00 p.m. - 10 per cent
 - b) Afternoon shift commencing at or after 1.00 p.m. and before 4.00 p.m. - 12.5 per cent
 - c) Night shift commencing at or after 4.00 p.m. and before 6.00 a.m. - 15 per cent
- 27.3 Employees whose ordinary working hours include work on a Saturday and/or Sunday, shall be paid for ordinary working hours worked:
 - a) between midnight on Friday and midnight on Saturday at the rate of time and one-half; and
 - b) between midnight on Saturday and midnight on Sunday at the rate of time and three-quarters.

These extra rates shall be in substitution for and not cumulative upon the shift premiums prescribed in subclause 27.2.

28. Reasonable Additional Hours

- 28.1 The Employer may require and direct an Employee to work reasonable additional hours (“**Overtime**”).
- 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.
- 28.3 For the purposes of this clause, what is reasonable or otherwise will be determined having regard to:
 - a) Any risk to Employee health and safety.
 - b) The Employee's personal circumstances including any family and carer responsibilities.

- c) The needs of the workplace or enterprise.
- d) The notice (if any) given by the Employer of the Overtime and by the Employee of his or her intention to refuse it; and
- e) Any other relevant matter.

29. Overtime

- 29.1 The provisions of this clause shall not apply to persons employed as Health Manager Level 5 and above.
- 29.2 This clause shall not apply to Social Workers in circumstances where they are entitled to payment in accordance with provisions of clause 31 (Call Out Allowance) of this Agreement.
- 29.3 All time worked by Full-time Employees outside the ordinary hours in accordance with clauses 23 and 26 of this Agreement, shall be paid at the rate of time and one half up to 2 hours each day and thereafter at the rate of double time, provided that instead:
 - a) all Overtime worked on Sunday shall be paid for at the rate of double time;
 - b) all Overtime worked on public holidays shall be paid for at the rate of double time and one half.
- 29.4 All time worked by Part-time Employees in excess of the total rostered daily ordinary hours of work prescribed for the majority of Full-time Employees employed on that shift in the ward or section concerned shall be paid for at the rate of time and one half for the first two hours and double time thereafter, provided that the applicable rate shall be;
 - a) double time on Sundays;
 - b) double time and a half on Public Holidays.

Time worked up to the total rostered daily ordinary hours of work prescribed for a majority of the Full-time Employees employed on that shift in the ward or section concerned shall not be regarded as Overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay. Notwithstanding the above, if a part-time employee does not agree to work additional hours beyond their rostered hours, but is directed or required by the employer to work such additional hours, they will be paid at the applicable overtime penalty rates for these additional hours.

- 29.5 All time worked by a Casual Employee in excess of 10 hours per day or 76 hours per fortnight shall be paid at for at the rate of time and one half for the first two hours and double time thereafter, provided that the applicable rate shall be;
 - a) double time on Sundays;
 - b) double time and a half on Public Holidays.

The overtime penalty rates are in substitution for any other penalty rate / casual loading under the Agreement.

29.6 Recall

- a) Subject to subclauses 29.6b) to 29.6f) below, Employees who are recalled for duty, whether notified before or after leaving the Employer's premises, shall be paid for all time worked at the appropriate Overtime rate, with a minimum of four hours at such rates.
- b) Employees may be required to perform other work that arises during the recall period. Employees shall not be required to work the full four hour minimum payment period if they complete the work

they were recalled to perform and any additional work they are required to undertake, within a shorter period.

- c) The Employer must have processes in place for the formal release of Employees from recall duty.
- d) Employees who are not formally released and who are recalled again during the four hour minimum payment period are not entitled to any additional payment until the expiration of the four hour period.
- e) Employees who are advised they will not be required to perform any additional work and are formally released and who are subsequently recalled again during the four hour minimum payment period, shall be entitled to another four hour minimum payment.
- f) Employees required to work Overtime after leaving the Employer's premises to provide a technology support resolution or clinical appraisal remotely without onsite presence, shall be paid for such work at the appropriate overtime rate, with a minimum payment of one hour at such rates. This clause shall not apply to Employees covered by subclause 30.12 of this Agreement.
- g) An Employee recalled to work Overtime as prescribed by subclause 29.6a) shall be paid all fares and expenses reasonably incurred in travelling to and from her/his place of work. Provided that where an Employee elects to use her/his own mode of transport, he/she shall be paid an allowance equivalent to kilometre allowance prescribed by ATO guidelines (ie. *Car Expenses using the Cents per Kilometre Method*) as in force and amended from time to time.

29.7 When Overtime is necessary it shall wherever reasonably practical be so arranged that Employees have at least eight consecutive hours off duty between the work on successive days or shifts.

29.8 An Employee who works so much Overtime:

- a) between the termination of his/her ordinary work on any day or shift and the commencement of his/her ordinary work on the next day or shift that he/she has not had at least eight consecutive hours off duty between these times; or
- b) on a Saturday, a Sunday and a holiday, not being ordinary working days, or on a rostered day off without having had eight consecutive hours off duty in the twenty-four hours preceding his/her ordinary commencing time on his/her next day or shift;

shall, subject to this subclause, be released after completion of such overtime until he/she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of his/her Employer such an Employee resumes or continues to work without having had such eight consecutive hours off duty he/she shall be paid double time until he/she is released from duty for such period and he/she then shall be entitled to be absent until he/she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

29.9 For the purposes of assessing Overtime each day shall stand alone, provided however that where any one period of Overtime is continuous and extends beyond midnight, all Overtime hours in this period shall be regarded as if they had occurred within the one day.

29.10 When an Employee works Overtime as an extension of shift and ceases work at a time when reasonable means of transport home are not available, he/she shall be paid at ordinary time for the time reasonably spent travelling from the Hospital to the Employee's home with a maximum payment of one hour. This subclause shall not apply in the case of recall or where the Employee has his/her own vehicle available for conveyance home.

29.11 ***Time Off in Lieu***

The Employer and the Employee may agree that instead of receiving payment for Overtime the Employee take time off in lieu ("TOIL"), at a mutually agreed time subject to the following provisos:

- a) The Employee may take TOIL at the appropriate Overtime rate (e.g. if the Overtime rate was 1.5x the ordinary rate, the Employee may take 1.5 hours TOIL for every 1 hour worked.);
- b) A maximum number of hours of TOIL which may be accumulated will be agreed at the Unit Level;
- c) The Employer will keep a record of hours worked and owed to the Employee as TOIL;
- d) TOIL not taken within 12 months of being accrued, or on termination of employment, will be paid out at the appropriate Overtime rate;
- e) The Employer may request that the Employee takes TOIL which has been accumulated at times when the Hospital experiences low occupancy or a unit/s are closed.

30. On Call

- 30.1 The payment of an allowance under the provisions of this clause shall not apply to persons employed as Health Manager Level 5 and above.
- 30.2 An Employee required by his or her Employer to be On Call, otherwise than as provided in subclause 30.3, shall be paid the allowance set out in Schedule 1, for each period of 24 hours or part thereof, provided that only one allowance shall be payable in any period of 24 hours.
- 30.3 An Employee required to be On Call on rostered days off shall be paid the allowance set out in Schedule 1 for each period of 24 hours or part thereof, provided that only one allowance shall be payable in any period of 24 hours.
- 30.4 On-call rostering arrangements shall be determined in consultation with affected Employees and having regard to the availability and training of Employees placed on the on-call roster. Such arrangements should also have regard to particular local geographical concerns and travelling distances involved.
- 30.5 The Employer shall supply a mobile telephone and / or pager to an Employee rostered On Call.
- 30.6 Where provided with a mobile telephone or pager a rostered Employee must remain near the mobile telephone, which must remain switched on unless a pager has been provided. Alternatively, an Employee not provided with a mobile telephone or pager must remain available via their home telephone. A rostered Employee shall be available to answer calls personally and must not utilise an answering machine.
- 30.7 An Employee rostered On Call must contact the Hospital immediately if it becomes known that the Employee shall be unavailable for rostered duty.
- 30.8 The Employee must be able to respond appropriately within a reasonable time frame as determined by the Employer.
- 30.9 Where appropriate an Employee rostered On Call may be provided with a motor vehicle.
- 30.10 The Employer shall ensure that all Employees who participate in the after hours' service are provided with any training necessary to respond effectively to calls received.
- 30.11 *Physiotherapists, Occupational Therapists and Speech Pathologists*
 - a) This subclause applies only to staff classified as Physiotherapists, Occupational Therapists and Speech Pathologists under the Health Professionals Schedule of this Agreement.
 - b) An "On Call period" is a period during which an Employee is required by the Employer to be On Call.

- c) For the purposes of calculation of payment of on-call allowances and for call back duty, an On Call period shall not exceed 24 hours.
- d) An Employee shall be paid for each On Call period, at the option of the Employer, either an allowance per On Call period or an On Call allowance per week. The On Call allowances are set out in Schedule 1.

30.12 *Social Workers*

- a) This clause applies only to staff classified as Social Workers and Sexual Assault Workers under the Health Professionals Schedule of this Agreement.
- b) An "On Call period" is a period during which an Employee including Part-time Employees is required by the Employer, to be On Call in accordance with subclause 30.12c).
- c) Employees, including Part-time Employees, rostered to be "On Call" and to provide a telephone counselling service during period of such "On Call" shall be entitled to payment at the rate of one-third of the Employee's normal pay for each hour of performing the above duty, provided that there shall be a maximum payment in respect of each "On Call" period of two and one-half hours' pay. Provided that "On Call" periods -
 - (i) which commence on or after 9.00am Saturday and finish on or before 9.00am Monday should not exceed 12 hours;
 - (ii) which commence on or after 9.00am Monday and finish on or before 9.00am Saturday should not exceed 16 hours; and
 - (iii) where "On Call" periods outlined in subclause 30.12a) and 30.12b) exceed the maximum allowed therein then such period in excess shall attract additional payment at the rate outlined in this subclause to a maximum of two and one-half hours' pay.

31. **Call Out Allowance - Social Workers**

- 31.1 This clause applies only to staff classified as Social Workers under the Health Professionals Schedule of this Agreement.
- 31.2 "Call out" is the period over which an Employee including Part-time Employees is required by the Employer to return to duty. For the purpose of this definition, call out shall only apply to On Call and unrostered time periods.
- 31.3 Employees including Part-time Employees who are recalled to duty outside normal hours shall be paid a minimum of three hours at the appropriate overtime rate for each recall to duty subject to:
 - a) Where an Employee is recalled to duty more than once in any one day, and the second or subsequent recalls commence within the period of the preceding recall for which payment would have been made under the minimum payment provision, payment for such recalls shall be made as follows:
 - (i) A minimum payment as for three hours' work at the appropriate overtime rate shall be made in respect of the last recall.
 - (ii) Payment shall be calculated as if the Employee had been continuously engaged on overtime from the commencement of work on the first recall until the expiry of the period in subclause 31.3a)(i) or completion of the work for which he/she had been recalled on the last occasion, whichever is the later.
- 31.4 Where an Employee is recalled to duty more than once in any one day, and the second or subsequent recall does not commence within the period for which payment will be made under the minimum payment

provision, the minimum payment for each such recall shall be as for three hours' work at the appropriate overtime rate.

- 31.5 An Employee, including Part-time Employees, where recalled to work as prescribed in subclause 31.2 shall be paid all fares and expenses reasonably incurred in travelling to and from his/her place of work in accordance with clause 19 (Mobility, Excess Fares and Travelling) of this Agreement.
- 31.6 Where Employees are recalled to work as prescribed in subclause 31.2 the Employee shall have at least eight consecutive hours off duty between the work on successive days. If, on the instructions of the Employer such Employee resumes or continues work without having had such eight consecutive hours off duty the Employee shall be paid at double rates until the Employee is released from duty for such period and the Employee then shall be entitled to be absent until the Employee has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

32. Notice Board

The Employer shall permit a notice board of reasonable dimensions to be erected the staff lunch room which the Union representative shall be permitted to post Union notices.

33. Labour Flexibility

- 33.1 The Employer may direct an Employee to carry out such duties as are reasonable, and within the limits of the Employee's skill, competence and training consistent with Employee's classification, grouping and/or career stream provided that such duties are not designed to promote deskilling.
- 33.2 The Employer may direct an Employee to carry out such duties and use such tools and equipment as may be required provided that the Employee has been properly trained or has otherwise acquired the necessary skills in the use of such tools and equipment.
- 33.3 Any direction issued by the Employer pursuant to subclauses 33.1 or 33.2 shall be consistent with the Employer's responsibilities to provide a safe and healthy work environment.
- 33.4 Existing provisions with respect to the payment of higher duties allowances shall apply in such circumstances.

34. Public Holidays

- 34.1 For the purpose of this subclause the following are to be public holidays: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday within the area in which the Employee's usual workplace is situated.
- 34.2 In addition to those public holidays prescribed in subclause 34.1, there shall be an extra public holiday each year. Such public holiday will be determined by the Employer to be taken in the Christmas/New Year period, or other suitable period as agreed between the Employer and Employees and, if nominated, the Union and shall be regarded for all other purposes of this clause as any other public holiday.
- 34.3 Public holidays shall be allowed to Full-time and Part-time Employees on full pay in accordance with the NES.
- 34.4 Except as otherwise provided in this subclause, where an Employee is required to and does work on any of the Public Holidays set out in this subclause, whether for a full shift or not, the Employee shall be paid for the ordinary rostered hours of duty worked on that day in accordance with the following rates:
- a) Full-time Employees – double time and a half
 - b) Part-time Employees – double time and a half

Such payment is to be in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday.

34.5 If the Employee so elects and with the consent of the Employer, he/she may be paid at the rate of time and a half time for the ordinary rostered hours worked and have one day added to his/her period of annual leave for each public holiday worked in lieu of the provisions of the preceding paragraph.

34.6 Where an Employee is rostered for a shift which crosses midnight on a public holiday and the total rostered hours on the public holiday are less than the equivalent of full shift, the shift will be deemed to have been worked on the day on which the majority of time was actually worked.

34.7 *Shiftworkers*

a) Where a public holiday occurs on a Shift Worker's rostered day off he/she shall:

(i) be paid one day's pay in addition to the weekly rate; or

(ii) if the Employee so elects and with the consent of the Employer, have one day added to his/her period of annual leave.

b) Provided that:

(i) the provisions of paragraph 34.7a) shall not apply to Employees employed as Health Managers under this Agreement; and

(ii) the provisions of paragraph 34.7a) shall apply to day workers who were employed as at 1 July 2008.

34.8 An election so approved under subclause 34.5 or 34.7 is to be made in writing by the Employee at the commencement of each year of employment and is irrevocable during the currency of that year of employment.

35. Annual Leave

Entitlement to Annual Leave

35.1 All Full-time and Part-time Employees shall be allowed four (4) weeks' annual leave on full pay in respect of each twelve (12) months' service with the Employer. Paid annual leave may be taken for a period agreed between an employee and his or her employer. The employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

35.2 *Additional week's leave*

a) This subclause shall apply to Full-time Employees and Part-time Employees except for those Employees employed as Health Managers under this Agreement.

b) For the purposes of the NES and the additional week of annual leave definition that applies is: Employees who are rostered to work and do work on 35 or more ordinary hours shifts occurring on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes, shall be entitled to receive one week's additional annual leave (pro rata for Part-time Employees).

c) Employees who are rostered to work and do work less than 35 ordinary hours shifts occurring on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes, shall be entitled to receive a proportion of one week additional annual leave calculated on the basis of 38 hours of additional annual leave for 35 such shifts worked.

- d) Employees who work less than 38 hours per week and who are rostered to work and do work less than 35 ordinary hours shifts occurring on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes, shall be entitled to receive a proportion of one week additional leave calculated on the basis of the number of ordinary weekly hours of additional annual leave for 35 such shifts worked.
 - e) The calculations referred to in paragraph 35.2d) above shall be made to the nearest one-fifth of the ordinary hours worked, half or more than half of one-fifth being regarded as one-fifth and less than half being disregarded.
- 35.3 Annual leave will be taken by mutual agreement and the employer will not unreasonably refuse to a request to take annual leave.
- 35.4 On termination of employment, Employees shall be entitled to payment for any untaken accrued annual leave.
- 35.5 Where the Employee has leave accrual in excess of 150% of their annual leave accrual per year, the Employer may direct the Employee to take some of that accrued annual leave, provided that:
- a) the Employee has been given a reasonable opportunity to submit a plan to reduce the leave to four weeks, or five weeks for the Employees who qualify under clause 35.2, (pro rata for part-time) within six months;
 - b) the Employer will not unreasonably refuse to agree to a leave reduction plan which includes saving leave for an extended vacation within 12 months;
 - c) the employer provides at least 8 weeks' notice to the employee to take the period of leave; and
 - d) in directing that the Employee take leave, the Employee cannot be directed to reduce the accrued leave to less than six weeks.

Entitlement to Annual Leave Loading or Shift Allowances and Weekend Penalties

- 35.6 Employees who become entitled to take and do take a period annual leave pursuant to subclause 35.1 (that is, the annual leave entitlement of four weeks per annum pursuant to the National Employment Standards) shall be paid ordinary salary plus either:
- a) an annual leave loading in respect of that entitlement equivalent to 17.5% of four weeks ordinary salary, not exceeding \$1823 (the amount equivalent to 17.5% of four weeks ordinary salary for maximum salary of \$135,983 per annum); or
 - b) in the case of a shiftworker who would have earned ordinary time shift allowances and weekend penalties in excess of the amount of annual leave loading indicated in paragraph 35.6a) above, had he/she not taken the annual leave, those shift allowances and weekend penalties relating to ordinary time the Employee would have worked had he/she not taken the annual leave (provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during a period of annual leave).
- 35.7 The entitlement to annual leave loading or shift allowances and weekend penalties referred to in this clause are to be calculated and paid at the same time as the annual leave is paid.
- 35.8 On the termination of employment for any reason, the Employee shall be paid annual leave loading on that annual leave which he/she had become entitled to take that the loading would have applied to had the annual leave been taken.
- 35.9 In respect of that additional annual leave accrued by virtue of being rostered to work and working ordinary hours shifts on Sundays and/or Public Holidays pursuant to subclause 35.2; no annual leave loading is payable. Shiftworkers are to be paid, in addition to ordinary salary for such annual leave period/s, the

ordinary time shift allowances and weekend penalties the Employee would have earned had he/she not taken the annual leave (provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during a period of annual leave).

35.10 In respect of that annual leave elected to be accrued pursuant to the provisions of clause 34 (Public Holidays), no annual leave loading or shift allowances and weekend penalties are payable.

Cashing Out of Annual Leave

35.11 Annual Leave credited to an Employee may be cashed out, subject to the following conditions:

- a) the Employee must elect in writing to receive payment in lieu of an amount of annual leave on each occasion on which annual leave is cashed out;
- b) after the cashing out the Employee's remaining accrued entitlement to paid annual leave must be no less than four (4) weeks;
- c) the Employer has agreed to the Employee cashing out the annual leave; and
- d) the Employee must be paid at least the full amount that would have been payable to the Employee had she or he taken the leave that he or she has forgone.

36. Long Service Leave

36.1 The following long service leave provisions apply to staff employed under this Agreement:

Entitlement and Accrual

- a) After Service for seven (7) years or more but not more than ten (10) years, an Employee is entitled to Long Service Leave, proportionate to his or her length of Service, calculated at the rate of two (2) months on full pay for ten (10) years served.
- b) After Service for more than ten (10) years, an Employee is entitled to Long Service Leave under subclause 36.1a) in respect of the first ten (10) years and additional long service leave, proportionate to his or her length of Service, calculated at the rate of five (5) months on full pay for each ten (10) years served after the first ten (10) years.

Definition of Service

- c) For the purposes of this clause:
 - (i) "Service" shall mean continuous service with the Employer.
 - (ii) Service shall not include:
 - A. any period of leave without pay, except in the case of Employees who have completed at least ten (10) years' Service (any period of absence without pay being excluded there from) in which case Service shall include any period of leave without pay not exceeding six (6) months taken after 1 January 1973.;

Taking Long Service Leave

- d) An employee with an entitlement to long service leave may elect to access such entitlement:
 - (i) on full pay;
 - (ii) on half pay; or

- (iii) on double pay.
- e) When an Employee takes long service leave, the leave entitlement will be deducted on the following basis:
 - (i) a period of leave on full pay - the number of days so taken;
 - (ii) a period of leave on half pay - half the number of days so taken; or
 - (iii) a period of leave on double pay - twice the number of days so taken.
- f) If a public holiday occurs whilst the Employee is taking long service leave and the Employee would have otherwise worked on that day but for the public holiday, the amount of long service leave to be deducted is to be reduced by the public holiday.
- g) Long Service Leave shall be taken at a time mutually arranged between the Employer and the Employee.

Payment on Termination

- h) On the termination of employment of an Employee with an entitlement to long service leave, otherwise than by his/her death, the Employer will pay the Employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the Salary payable to the Employee at the date of such termination (a)
- i) Where an Employee who has acquired a right to long service leave, or after five (5) years and less than seven (7) years' Service, dies, and any long service leave:
 - (i) to which the Employee was entitled has not been taken; or
 - (ii) accrued upon termination of the services of the Employee by reason of the worker's death and has not been taken;

the Employer shall upon request by the Employee's personal representative pay to the Employee's personal representative in full the ordinary pay that would have been payable to the Employee in respect of the long service leave, less any amount already paid to the Employee in respect of that leave. Such monetary value shall be determined according to the Salary payable to the Employee at the time of his/her death.

- j) Where the services of an Employee with at least five (5) years' Service but less than seven (7) years' Service, are terminated by the Employer for any reason other than the Employee's serious and wilful misconduct, or by the Employee on account of illness, incapacity or domestic or other pressing necessity, he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of two (2) months' long service leave for ten (10) years' Service.
- k) Rights to long service leave under this clause shall be in replacement of rights to long service leave, if any, which at the date of commencement of this Agreement may have accrued or may be accruing to an Employee and shall apply only to persons in the employ of the Employer on or after the date of commencement of this Agreement. Where an Employee has been granted long service leave or has been paid its monetary value prior to the date of commencement of this Agreement, the Employer shall be entitled to debit such leave against any leave to which the Employee may be entitled pursuant to this clause.

37. Personal/Carer's Leave

Definitions

- 37.1 A person who needs the Employee's care and support is referred to as the "**person concerned**" and is:
- a) a spouse or former spouse of the Employee; or
 - b) a de facto partner means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes) and includes a former de facto partner; or
 - c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the Employee or spouse or current or former de facto spouse of the Employee; or
 - d) a member of the same Household of Employee, where for the purpose of this clause relating to Personal Leave.
- 37.2 "**Personal Leave**" is leave taken:
- a) because the Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee ("**sick leave**"); or
 - b) to provide care or support to a member of the employee's immediate family or household who requires care or support because of a personal illness or injury affecting the member, or an unexpected emergency affecting the member ("**carer's leave**").

Entitlement

- 37.3 A Full time Employee shall accrue personal / carer's leave at the rate of ten (10) days for each year of continuous service with the Employer. A period of personal / carer's leave shall be paid at full pay.
- 37.4 Paid Personal Leave accrues based on an employee's ordinary hours of work and accumulates from year to year.
- 37.5 Part time Employees accrue paid Personal Leave on a pro rata basis.
- 37.6 The Chief Executive or authorised delegate of the Employer may, in special circumstances, make a grant of additional paid Personal Leave.
- 37.7 The entitlement to carer's leave in accordance with this Agreement is subject to:
- a) the Employee being responsible for the care and support of the person concerned; and
 - b) the person concerned being as defined in subclause 37.1 of this clause.
- 37.8 The Employer shall not change the rostered hours of work of an Employee fixed by the roster or rosters applicable to the seven days immediately following the commencement of sick leave merely by reason of the fact that the Employee is on sick leave.
- 37.9 The Employee shall, if required, establish, either by production of a medical certificate or statutory declaration, that the illness of the Employee or person concerned is such as to require care by another person.
- 37.10 The Employee has the right to choose the method by which the ground for Personal Leave is established, that is, by production of either a medical certificate or statutory declaration.
- 37.11 Subject to satisfying relevant occupational health and safety requirements, the Employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.

37.12 The Employee shall, wherever practicable, give the Employer notice prior to the absence of the intention to take Personal Leave, and, in relation to carer's leave, the person's relationship to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give notice of absence prior to work commencing for the day / shift, the Employee shall notify the Employer as soon as reasonably practicable.

Use of other leave entitlements

37.13 Subject to the provision of a satisfactory medical certificate and sick leave being due, annual leave or long service leave shall be recredited where an illness occurs during the period of annual or long service leave provided that the period of leave does not occur prior to retirement, resignation or termination of services.

37.14 An Employee may, with the consent of the Employer, take:

- a) annual leave;
- b) long service leave, subject to the rules set out in this Agreement; or
- c) leave without pay;

for the purpose of sick leave or providing care and support to the person concerned as defined in subclause 37.1.

37.15 An employee is entitled to two days of unpaid carer's leave for each occasion when a person concerned is ill / injured or there is an unexpected emergency affecting the person concerned. This entitlement may only be accessed if the employee has exhausted all paid personal / carer's leave entitlement, or in the case of a casual employee.

37.16 An Employee shall not be entitled to sick leave on full pay for any period in respect of which such Employee is entitled to accident pay, or workers' compensation; provided, however, that where an Employee is not in receipt of accident pay, an Employer shall pay to an Employee, who has sick leave entitlements under this clause, the difference between the amount received as workers' compensation, and full pay. The Employees' sick leave entitlement under this clause shall for each week during which such difference is paid, be reduced by the proportion of hours which the difference bears to full pay.

38. Compassionate Leave

38.1 An employee (other than a casual employee) shall be entitled to up to two days compassionate leave without deduction of pay for each occasion (a permissible occasion) when a person concerned:

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

For casual employees, compassionate leave is unpaid.

38.2 The entitlement to compassionate leave also applies when:

- a) a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or
- b) the employee, or the employee's spouse or de facto partner, has a miscarriage.

38.3 The employee must notify the employer as soon as practicable of the intention to take compassionate leave and will, if required by the employer, provide to the satisfaction of the employer proof of death or life threatening injury or illness.

38.4 Compassionate leave may be taken in conjunction with other leave available under this Agreement. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable requirements of the business.

38.5 The above principles are not intended to codify completely purposes for which compassionate leave with pay may be allowed. The element of unforeseen emergency could be present in other situations, for example floods or bushfires, which clearly prevent attendance for duty.

39. Family Violence Leave

39.1 The employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The employer seeks to develop a supportive workplace in which victims of family violence can come forward for help and support.

39.2 Definition of Family Violence

The employer accepts the definition of family violence as stipulated in the relevant state legislation. The definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

39.3 General Measures

- a) Proof of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, district nurse, maternal and child health care nurse, a Family Violence Support Service or Lawyer. A Statutory Declaration is considered an agreed document and will not be refused.
- b) Personal information concerning family violence will be kept confidential by the employer.
- c) An employee experiencing family violence may raise the issue with their immediate supervisor/manager.

39.4 Individual support

In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, the employer will approve a request from an employee experiencing family violence for the following, providing the request is reasonable in all the circumstances:

- a) changes to their span of hours of pattern or hours and/or shift patterns;
- b) job redesign or changes to duties within their skills and capabilities;
- c) relocation to suitable employment within the workplace;
- d) a change to their telephone number or email address to avoid harassing contact; and/or
- e) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

An employee experiencing family violence will be offered a referral to the relevant local resources. An employee that discloses to their supervisor that they are experiencing family violence will be given a resource pack of information regarding support services.

39.5 Leave

- a) The employer will provide employees who are victims of family violence and need time off work for medical or legal assistance, court appearances, counselling, relocation, or to make other safety arrangements with flexibility to use their personal/carer's leave for such purposes.
- b) In addition, the employer will provide up to 10 paid days family violence leave per annum. This leave may be taken as consecutive or single days or as a fraction of a day. This leave is available in full at the start of each 12 month period of the employee's employment and does not accumulate from year to year.
- c) The employee will apply in advance for this leave whenever possible.
- d) An employee who supports a person experiencing family violence may take carer's leave to accompany them to court, to hospital or to mind children.

40. Family and Community Services Leave

40.1 The entitlements set out in this clause apply only to staff employed prior to 17 September 2015.

General

40.2 For the purpose of this clause relating to FACS leave:

- a) "**Relative**" means a person either related by blood, marriage or Affinity or a same sex partner who lives with the Employee as the de facto partner of that Employee on a bona fide domestic basis;
- b) "**Affinity**" means a relationship, including a de facto relationship, that one spouse has to blood relatives of the other; and
- c) "**Household**" means a family group living in the same domestic dwelling.

40.3 The Chief Executive or authorised delegate of the Employer may grant FACS leave to an Employee:

- a) to provide care and/or support for sick members of the Employee's Relatives or Household;
- b) for reasons related to the family responsibilities of the Employee (e.g. to arrange and or attend a funeral of a Relative; to accompany a relative to a medical appointment where there is an element of emergency; parent/teacher meetings; education week activities; to meet elder-care requirements of a Relative);
- c) for reasons related to the performance of community service by the Employee (e.g. in matters relating to citizenship; to office holders in local government, other than as a mayor, for attendance at meetings, conferences or other associated duties; representing Australia or the State in major amateur sport other than in Olympic/Commonwealth Games); or
- d) in a case of pressing necessity (e.g. where the Employee is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property; the illness of a relative; where a child carer is unable to look after their charge).

40.4 An Employee is not to be granted FACS leave for attendance at court to answer a criminal charge, unless the Chief Executive or authorised delegate approves the grant of leave in the particular case.

40.5 Applications for FACS leave to attend court, for reasons other than criminal charges, will be assessed on an individual basis.

Entitlement

- 40.6 The maximum amount of FACS leave on full pay that may be granted to an Employee is:
- a) 3 working days during the first year of service, commencing on and from 1 January 1995, and thereafter 6 working days in any period of 2 years; or
 - b) 1 working day, on a cumulative basis effective from 1 January 1995, for each year of service after 2 years' continuous service, minus any period of FACS leave already taken by the Employee since 1 January 1995;
 - c) whichever method provides the greater entitlement.
- 40.7 FACS leave is available to Part time Employees on a pro rata basis, based on the percentage of the Full time Salary the Employee receives.

Additional FACS leave for bereavement purposes

- 40.8 FACS leave replaces compassionate leave as set out in clause 35 of this Agreement.
- 40.9 Where FACS leave has been exhausted, additional compassionate leave of up to 2 days may be granted on a discrete, "per occasion" basis in accordance with the Act and this Agreement.

Use of other leave entitlements

- 40.10 The Chief Executive or authorised delegate of the Employer may grant an Employee other leave entitlements for reasons related to family responsibilities or community service obligations of the Employee.
- 40.11 An Employee may elect, with the consent of the Employer, to take annual leave, long service leave or leave without pay for absence from work in circumstances outlined at subclause 40.3.
- 40.12 Where any of the provisions of the NES are more beneficial, then such provisions will apply.

41. Parental and Adoption Leave

41.1 Parental Leave

Eligibility

- a) To be eligible for paid parental leave a Full time or Part time Employee must have completed at least forty (40) weeks' continuous service prior to the expected date of birth and be the primary care giver of the child.
- b) An Employee who has once met the conditions for paid parental leave will not be required to again work the forty (40) weeks' continuous service in order to qualify for a further period of paid parental leave, unless:
 - (i) there has been a break in service where the Employee has been re-employed: or
 - (ii) the Employee has completed a period of leave without pay of more than forty (40) weeks. In this context, leave without pay does not include sick leave without pay, parental leave without pay, or leave without pay associated with an illness or injury compensable under NSW Workers' Compensation legislation.

Entitlement to Paid Parental Leave

- c) An eligible Employee is entitled to fourteen (14) weeks at the ordinary rate of pay from the date parental leave commences. This leave may commence up to fourteen (14) weeks prior to the expected date of birth.
- d) It is not compulsory for an Employee to take this period off work. However, if a pregnant Employee decides to work during the six (6) weeks prior to the date of birth it is subject to the Employee being able to satisfactorily perform the full range of normal duties.
- e) Paid parental leave may be paid:
 - (i) on a normal fortnightly basis; or
 - (ii) in advance in a lump sum; or
 - (iii) at the rate of half pay over a period of twenty-eight (28) weeks on a regular fortnightly basis.
- f) Annual and/or long service leave credits can be combined with periods of parental leave on half pay to enable an Employee to remain on full pay for that period.

Unpaid Parental Leave

- g) Full time and Part time Employees who are entitled to paid parental leave are entitled to a further period of unpaid parental leave of not more than twelve (12) months after the actual date of birth, providing they are the primary care giver of the child.
- h) Full time and Part time Employees who are not eligible for paid parental leave are entitled to unpaid parental leave of not more than twelve (12) months.

Applications

- i) An Employee who intends to proceed on maternity leave should formally notify the Employer of such intention as early as possible, so that arrangements associated with her absence can be made.
- j) Written notice of not less than eight (8) weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.

Variation after Commencement of Leave

- k) After commencing parental leave, an Employee may vary the period of her or his parental leave once only without the consent of the Employer by giving the Employer notice in writing of the extended period at least fourteen (14) days' before the start of the extended period. The Employer may accept less notice if convenient.
- l) An Employee may extend the period of parental leave at any time with the agreement of the Employer.

Staffing Provisions

- m) Any person who occupies the position of an Employee on parental leave must be informed that the Employee has the right to return to her or his former position. Additionally, since an Employee has the right to vary the period of his or her parental leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of

employment. The duration of employment should be also set down clearly; to a fixed date or until the Employee elects to return to duty, whichever occurs first.

Effect of Parental Leave on Accrual of Leave, Increments etc.

- n) When the Employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual leave, sick leave and long service leave and any period of parental leave on half pay is taken into account to the extent of one half thereof when determining the accrual of annual leave, sick leave and long service leave.
- o) Except in the case of Employees who have completed ten (10) years' service, the period of parental leave without pay does not count as service for long service leave purposes. Where the Employee has completed ten (10) years' service the period of parental leave without pay shall count as service provided such leave does not exceed six (6) months.
- p) Parental leave without pay does not count as service for incremental purposes. Periods of parental leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.
- q) Where public holidays occur during the period of paid parental leave, payment is at the rate of parental leave received i.e., public holidays occurring in a period of full pay parental leave are paid at full rate and those occurring during a period of half pay leave are paid at half rate.

Illness Associated with Pregnancy

- r) If, because of an illness associated with her pregnancy an Employee is unable to continue to work then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take sick leave without pay.
- s) Where an Employee is entitled to paid parental leave, but because of illness, is on sick, annual, long service leave, or sick leave without pay prior to the birth, such leave ceases nine weeks prior to the expected date of birth. The Employee then commences parental leave with the normal provisions applying.

Transfer to a More Suitable Position

- t) Where, because of an illness or risk associated with her pregnancy, an Employee cannot carry out the duties of her position, the Employer is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform.

Miscarriages

- u) In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions and / or compassionate leave.

Stillbirth

- v) In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) an Employee may elect to take sick leave and / or compassionate leave, subject to production of a medical certificate, or parental leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.

Effect of Premature Birth on Payment of Parental Leave

- w) An Employee who gives birth prematurely and prior to proceeding on parental leave shall be treated as being on parental leave from the date leave is commenced to have the child. Should an Employee return to duty during the period of paid parental leave, such paid leave ceases from the date duties are resumed.

Right to Return to Previous Position

- x) An Employee returning from parental leave has the right to resume her or his former position.
- y) Where this position no longer exists the Employee is entitled to be placed in a position nearest in status and salary to that of her or his former position and to which the Employee is capable or qualified.

Further Pregnancy While on Parental Leave

- z) Where an Employee becomes pregnant whilst on parental leave a further period of parental leave shall be granted. If an Employee enters on the second period of parental leave during the currency of the initial period of parental leave, then any residual parental leave from the initial entitlement ceases.
- aa) An Employee who commences a subsequent period of parental leave while on unpaid parental leave under this clause is entitled to be paid at their normal rate (i.e. the rate at which they were paid before proceeding on maternity leave).
- bb) An Employee who commences a subsequent period of parental leave during the first twelve (12) months of a return to duty on a Part time basis as provided under this clause is entitled to be paid at their substantive Full time rate for the subsequent period of parental leave.
- cc) An Employee who commences a subsequent period of parental leave more than twelve (12) months after returning to duty on a Part time basis this clause, will be entitled to paid parental leave for the subsequent period of parental leave at their Part time rate.

41.2 *Adoption Leave*

Eligibility

- a) All Full time and Part time Employees who are adopting a child and are to be the primary care giver of the child are eligible for unpaid adoption leave.
- b) To be eligible for paid adoption leave a Full time or Part time Employee must also have completed at least forty (40) weeks' continuous service prior to the date of taking custody of the child.
- c) An Employee who has once met the conditions of paid adoption leave, will not be required to again work the forty (40) weeks' continuous service in order to qualify for further periods of paid adoption leave, unless:
 - (i) there has been a break in service where the Employee has been re-employed; or
 - (ii) the Employee has completed a period of leave without pay of more than forty (40) weeks. In this context, leave without pay does not include sick leave without pay, parental leave without pay, or leave without pay associated with an illness or injury compensable under NSW Worker's Compensation legislation.

Paid Adoption Leave

- d) Eligible Employees are entitled to paid adoption leave of fourteen weeks at the ordinary rate of pay from and including the date of taking custody of the child.
- e) Paid adoption leave may be paid:-
 - (i) on a normal fortnightly basis; or

- (ii) in advance in a lump sum; or
 - (iii) at the rate of half pay over a period of twenty-eight (28) weeks on a regular fortnightly basis.
- f) Annual and/or long service leave credits can be combined with periods of adoption leave at half pay to enable an Employee to remain on full pay for that period.

Unpaid Adoption Leave

- g) Eligible Employees are entitled to unpaid adoption leave as follows:
- (i) 12 months of unpaid leave if the leave is associated with the placement of a child with the employee for adoption; and the employee has or will have responsibility for the care of the child. For the purposes of the age of the child section 68 of the Fair Work Act 2009 will apply.

Applications

- h) Due to the fact that an Employee may be given little notice of the date of taking custody of a child, Employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify the Employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.

Variation after Commencement of Leave

- i) After commencing adoption leave, an Employee may vary the period of leave, once without the consent of the Employer and otherwise with the consent of the Employer. A minimum of fourteen (14) days' notice must be given, although the Employer may accept less notice if convenient.

Staffing Provisions

- j) As per parental leave conditions.

Effect of Adoption Leave on Accrual of Leave, Increments, etc

- k) As per parental leave conditions.

Right to return to Previous Position

- l) As per parental leave conditions.

41.3 *Partner Leave*

Eligibility

- a) To be eligible for partner leave a Full time or Part-time Employee must have completed at least forty (40) weeks' continuous service prior to the expected date of birth or to the date of taking custody of the child.
- b) An Employee who has once met the conditions for paid partner leave will not be required to again work the forty (40) weeks' continuous service in order to qualify for a further period of paid partner leave, unless:
- (i) there has been a break in service where the Employee has been re-employed; or

- (ii) the Employee has completed a period of leave without pay of more than forty (40) weeks. In this context, leave without pay does not include sick leave without pay, parental leave without pay, or leave without pay associated with an illness or injury compensable under NSW Workers' Compensation legislation.

Entitlements

- c) Eligible Employees whose spouse or partner (including a same sex partner) is pregnant or is taking custody of a child, are entitled to a period of leave not exceeding fifty two (52) weeks, which includes two (2) week of paid leave, and may be taken as follows:
 - (i) an unbroken period of up to eight (8) weeks at the time of the birth of the child, taking custody of the child or other termination of the pregnancy (short partner leave); and
 - (ii) a further unbroken period in order to be the primary caregiver of the child (extended partner leave).
- d) The entitlement of two (2) week's paid leave may be taken at any time within the 52 week period and shall be paid:
 - (i) at the Employees ordinary rate of pay for a period not exceeding two (2) week on full pay; or
 - (ii) four (4) weeks at half pay or the period of partner leave taken, whichever is the lesser period.
- e) Extended partner leave cannot be taken at the same time as the Employee's spouse or partner is on parental or adoption leave, except as provided for by the Act.
- f) Annual and/or long service leave credits can be combined with periods of partner leave on half pay to enable an Employee to remain on full pay for that period.

Applications

- g) An Employee who intends to proceed on partner leave should formally notify their Employer of such intention as early as possible, so that arrangements associated with their absence can be made.
- h) In the case of extended partner leave, the Employee should give written notice of the intention to take the leave.
- i) The Employee must, at least four (4) weeks before proceeding on leave, give written notice of the dates on which they propose to start and end the period of leave, although it is recognised in situations of taking custody of a child, little or no notice may be provided to the Employee. In such an instance, the Employee should notify the Employer as early as practicable.
- j) The Employee must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.
- k) In the case of extended partner leave, the Employee must, before the start of leave, provide a statutory declaration by the Employee stating:
 - (i) if applicable, the period of any maternity leave sought or taken by his spouse, and
 - (ii) that they are seeking the period of extended partner leave to become the primary care giver of the child.

Variation after Commencement of Leave -

- l) After commencing partner leave, an Employee may vary the period of her/his partner leave, once without the consent of the Employer and otherwise with the consent of the Employer. A minimum of fourteen (14) days' notice must be given, although the Employer may accept less notice if convenient.

Effect of Parental Leave on Accrual of Leave, Increments etc.

- m) As per parental leave conditions.

Right to Return to Previous Position

- n) As per parental leave conditions.

41.4 Right to Request

- a) An Employee entitled to parental, adoption or extended partner leave may request the Employer to allow the Employee:
 - (i) to extend the period of unpaid parental, adoption or extended parental leave for a further continuous period of leave not exceeding twelve (12) months;
 - (ii) to return from a period of parental, adoption or extended partner leave on a Part time basis until the child reaches school age;to assist the Employee in reconciling work and parental responsibilities.
- b) The Employer shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- c) The Employee's request and the Employer's decision made under clauses 41.4a) must be recorded in writing.
- d) Where an Employee wishes to make a request under clause 41.4a)(ii):
 - (i) the Employee is to make an application for leave without pay to reduce their Full time weekly hours of work;
 - (ii) such application must be made as early as possible to enable the Employer to make suitable staffing arrangements. At least four (4) weeks' notice must be given;
 - (iii) Salary and other conditions of employment are to be adjusted on a basis proportionate to the Employee's Full time hours of work i.e. for long service leave the period of service is to be converted to the Full time equivalent and credited accordingly.

Employees who return from leave under this arrangement otherwise remain Full time Employees.

41.5 Communication During Leave

- a) Where an Employee is on parental, adoption or extended partner leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:

- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing the leave; and
 - (ii) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing the leave.
- b) The Employee shall take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of the leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a Part time basis.
 - c) The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with this clause.

41.6 **Other**

- a) Where a temporary Employee is entitled to parental leave under the Act, the following provisions shall also apply, in addition to those set out in the Act.
- b) The Employer must not fail to re-engage a temporary Employee because:
 - (i) the Employee or Employee's spouse or partner is pregnant; or
 - (ii) the Employee is or has been immediately absent on parental leave.
- c) The rights of the Employer in relation to engagement and re-engagement of temporary Employees are not affected, other than in accordance with this clause.
- d) During a period of unpaid parental, adoption or extended partner leave, the Employee will not be required to meet the Employer's superannuation liability.

41.7 **Commonwealth Paid Parental Leave (CPPL)**

- a) The CPPL scheme may be available to eligible Employees.
- b) The amount of paid leave provided in this Agreement shall not be reduced in terms of its monetary value by the CPPL (currently eighteen (18) weeks' paid parental leave prescribed under the *Paid Parental Leave Act 2010* (Cth)). For the avoidance of doubt the value of the paid parental leave provided under this Agreement will be in addition to the value of the eighteen (18) weeks paid parental leave paid at the Federal minimum wage.

42. **Study Time**

- 42.1 Full-time Employees proposing to embark upon a course of study for which the Employer's support is sought should consider the extent to which their own time will need to be applied to study, and whether they are prepared and able to firmly commit that time for the duration of the course. They should also consider whether the content of the course is appropriate to his/her employment situation, either present or contemplated, and whether attainment of the qualification will be of benefit to them in their work.
- 42.2 Having decided to undertake the course they should discuss the proposal with the Employer and secure approval before making any final arrangements for enrolment or registering for the course.
- 42.3 Study time may be granted by the Employer to Full-time Employees undertaking part-time courses of study, in disciplines appropriate to health services, for which approval to enrol has been given by the Employer.

42.4 The Employer is required to examine the appropriateness of the course considered by any Full-time Employee, and be satisfied that it will better qualify the Employee for service with the Employer, before giving the approval and committing the Employer to support in the form of study time. The Employer should, too, ensure that such study time will not interfere with the maintenance of the Employer's essential service, nor require the employment of additional staff.

42.5 The application form for study time can be obtained from the Employer.

42.6 Study time and/or paid time off for course work will only be granted in respect of one course at any one time. An Employee who is undertaking two or more courses concurrently will not in any circumstances be granted paid study time for more than one.

42.7 ***Financial Assistance***

Employees who undertake courses associated with Part-time and external studies are not entitled to any financial assistance regarding reimbursement of fees, travelling, etc..

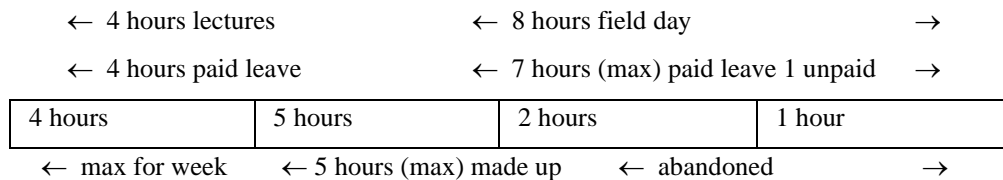
42.8 ***Extent of Study Time Entitlement***

- a) For face-to-face studies in courses conducted by universities, or technical and further education colleges, Employees are eligible for a maximum of four hours' paid study leave per week to attend lectures held in working hours, and for necessary travelling time involved. Any absence from duty in excess of this limit is to be made up.
- b) Where lectures are held outside working hours or during a combination of working and non-working hours an Employee may be granted paid study time on the basis of one half-hour for each hour of compulsory attendance at after-hours lectures. Travel time necessary to attend lectures may also be granted, but the aggregate of paid time off under this provision is not to exceed four hours per week. Any absence from duty in excess of this limit is to be made up.
- c) For Employees undertaking an approved course by correspondence, or as "external students", study time may be granted on the basis of one quarter hour for each hour of lecture time in the face-to-face course, to a maximum of four hours per week.
- d) However, where external students are required to compulsorily attend a residential school or practical session, they will be granted leave on the basis of five days per subject per year, or 2 ½ days per subject per semester; this leave will be in substitution for, and not additional to, study time which might otherwise have been granted on a weekly basis. Any extra time involved is to be debited against the Employee's accrued annual leave or taken as leave without pay.
- e) It should be noted that study time may be granted, and taken, only once in respect of any course subject. Any student, therefore, who fails to pass in a subject at the first attempt, and is required to repeat that subject, shall not be eligible for paid study time in respect of that repeat.
- f) This applies even though the repeat involved attendance at lectures in working hours (in which case all time off for repeat studies must be made up) or compulsory attendance at a residential school (in which case the time off must all be made up, taken as leave without pay or annual leave).
- g) However, a student who is taking a combination of new and repeated subjects in any semester or course year is eligible for study time in respect of the new subject/s. Study time shall not be granted or taken during course vacations.
- h) A student in a course which involves compulsory attendance at a field day or days may be granted study time to attend; leave for this purpose is limited to seven hours on any one day, and where a field day occurs on a non-working day no time-off in lieu is to be allowed. Where the aggregate time off for course purposes exceeds four hours in any one week, the excess is required to be made up; however, reference should be made to subclause 42.9 for certain conditions relating to the making-up of time off for study purposes.

- i) The Employer must satisfy themselves that applicants for study time are required to attend lectures, field days or residential schools at the times stated in their applications.
- j) Entitlements for Employees undertaking higher degree studies differ from those dealt with above; these are as set out in subclause 42.12.

42.9 Making Up of Time

- a) Employees who are absent from duty for more than the maximum four hours in any week are required to make up the excess time off.
- b) However, the maximum excess time off taken in any one week which is required to be made up is five hours; where the excess time off necessarily taken by an Employee for course purposes exceeds nine hours per week the hours over nine hours are abandoned.
- c) Let us consider, as an illustration of the principles involved, the case of Employees who attend four hours of face-to-face lectures, and also are required to attend a field day in that same week:



- d) It will be seen that the Employees have been granted time off, as paid study time to attend lectures. They then are required to attend a field day of eight hours' duration, and they are paid for seven hours, which is the maximum allowed for attendance at a field day. They have, therefore, done course work for 12 hours in that week and have been paid the maximum allowable aggregate of 11 hours. They are then required to make up the maximum of five hours' excess (in any one week), and the remainder (two hours) is abandoned; they are not required to make it up either in this week nor at any future time. As a general rule, time must be made up as soon as possible after the leave has been taken; it cannot be made up in advance, except in the week in which the excess time off is to be taken, but make-up may be deferred, if convenient to the Employer, until a later day (e.g. during vacations). Time off is not permitted to be made up during meal breaks.
- e) Adequate supervision of the make-up of time must be exercised, either through the personal attendance of a senior officer or by a check on output.
- f) Despite the provisions of this section, all paid time off for course work in repeated subjects must be made up, however it may be; the five hours' limitation does not apply to repeated subjects. This time off should be made up as soon as possible, or at the Employer's convenience.

42.10 Accumulation of Study Time

- a) Study time may be accumulated to a maximum of five days per year (or two and a half days per semester) subject to the approval and convenience of the Employer and a request by the Employee.
- b) It will be remembered that Employees engaged in courses requiring compulsory attendance at a residential school are not eligible for weekly study time, but are allowed a maximum of five days per subject per year (or two and a half days per subject per semester) to attend those schools.
- c) Employees, other than those covered in the second paragraph of this Section, who are entitled to less than two hours' study leave per week may elect to accumulate that time and taken it in half-day or one-day periods if they feel that this will be more beneficial to their studies.
- d) Where students believe that their course requirements and/or personal circumstances are such that they would benefit more by accruing study time rather than taking it weekly, they may be granted

a consolidated period not exceeding five days per year (or two and a half days per semester) in substitution for weekly study time, and may take this leave either prior to or during examinations.

- e) Students who receive some paid study time weekly for lecture attendance and/or travelling time during working hours, and also have some additional entitlement (e.g. from attendance at out-of-hours lectures) may convert the additional entitlement to a five-days-per-annum grant if they so desire.
- f) Approval to accrue five (or two and a half) days' study time as provided above should be sought at the beginning of each course year. However, a student who elects to accrue at the beginning, or vice versa, may opt to reverse that decision, as from 1 July, for the remainder of the year.
- g) The Employer, in giving approval for the accrual of study time, should ensure that the Employer will not be inconvenienced, nor the maintenance of its essential operations jeopardised, by such arrangement, and that there will be no need to employ relief staff.
- h) However, where approval is initially given, the Employer is required to honour its undertaking for the agreed period even though circumstances may alter and the Employee's absence then becomes inconvenient. If the Employer declines an Employee's request for approval of accumulation of study time it is obliged to grant such time on a weekly basis.

42.11 *External Studies*

- a) Employees may enrol, subject to approval by the Employer, as external students in courses of study leading to a first or further qualification other than a higher degree. These courses may be taken through a university.
- b) Such a course does not usually require the student to attend lectures during the course year or semester, but usually does require compulsory attendance at a residential school at least once during each year or semester.
- c) Study time is to be granted on the basis of five days per subject per year, or two and a half days per subject per semester, and it is to be made available to the Employee to attend the school or schools held. This leave is in substitution for, and not additional to, leave which might otherwise be granted on a weekly basis.
- d) Students attending residential schools do not receive any allowance for travelling accommodation or incidental costs.

42.12 *Part-time Higher Degree Studies*

- a) The provisions for study time for Employees undertaking higher degree studies are altogether different from the provisions already described except for courses which involve face-to-face instruction.
- b) The following grants of study time represent the maximum grant available for higher degree studies, and the periods of leave may be taken as required by the Employee subject to the convenience of the Employer:
 - (i) Employees studying entirely by thesis may be granted a period of ten days' study time.
 - (ii) For study entirely by research and thesis there is an entitlement of twenty days' leave; in these cases a further ten days' leave may be granted where the Employer is satisfied that the nature and progress of the research warrants further study time.
 - (iii) For study which involves course work followed by the preparation of a thesis necessitating further research, Employees may be granted weekly study time for the course work, where

appropriate, and may also be granted a further ten days' leave for the preparation of the thesis.

- (iv) Periods of ten days' and 20 days' study time must be taken as units - not as scattered or random days towards the total entitlement, and apply to the thesis, not per year.

42.13 *Examination Leave*

Employees attending terminal examinations in approved tertiary courses may be granted pre-examination and examination leave on the following basis:-

- a) Half-day examination leave for an examination in the morning - no pre-examination leave in this case except where the Employee works an evening shift on the evening prior, when the equivalent of one-half days' leave may be granted.
- b) In the case of half day examination leave in the afternoon the Employee may be granted half day pre-examination leave in the same morning. Where examinations are held in the evening, Employees may be granted half day pre-examination leave on the afternoon of the same day.
- c) A terminal examination is one which occurs at the end of the subject and must be passed for the subject to be completed and the student to progress further; or one set during the course which forms an integral part of the major examination or final assessment in that subject and which the student must take in order to pass that subject in an academic year.
- d) Where an examination is conducted within the normal class timetable during term and study time is granted to the Employee for either private study or actual lecture attendance, no examination leave or pre-examination leave is to be granted.
- e) Pre-examination leave is not to be granted where study time has been refused, except in respect of repeat studies in a course normally attracting that concession.
- f) Employees undertaking courses either by correspondence or by face-to-face studies may be granted leave for examinations, including deferred examinations as well as repeat studies in respect of the above courses.

43. **Representative Leave**

- (i) Leave to attend trade union and union delegate courses/ seminars shall be as follows:
 - (a) To a maximum of four (4) days per year (1 January to 31 December) for each representative at the Hospital for the totality of all applications of paid trade union, union delegate training leave, attendance at union conferences, meetings and courses provided that:
 1. That two (2) weeks' notice is provided to the employer;
 2. The approval of leave must have regard to the operational requirements of the employer;
 3. This leave shall be paid at the ordinary time rate of pay.
- (ii) The number of representatives, taking into account the size of the hospital, will be agreed between the parties. Provided that the minimum number of agreed representatives shall be not less than two and no more than four representatives.
- (iii) Reasonable time will be allowed for appointed job delegates to carry out their respective roles.

- (iv) Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.

- (v) Trade Union Activities regarded as On-Duty

A Union delegate will be released from the performance of normal duty when required to undertake any of the activities specified at (a) to (f) below.

While undertaking such activities on a normal rostered day on duty, the Union delegate will be regarded as being on duty and will not be required to apply for leave. The delegate will not be entitled to overtime at the end of the roster cycle as a consequence of undertaking these activities.

In circumstances where a Union delegate is not rostered for duty or is on an allocated/additional day off and is not required by the employer to undertake these activities, such time will not be counted as time worked.

- (a) Attendance at meetings of the workplace's Work Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Work Health and Safety Committee representatives at a place of work as provided for in the Work Health and Safety Act, 2011.
- (b) Attendance at meetings with workplace management or workplace management representatives;
- (c) A reasonable period of preparation time, before:
 - (1) meetings with management;
 - (2) disciplinary or grievance meetings when a Union member requires the presence of an Union delegate; and
 - (3) any other meeting with management,by agreement with management, where operational requirements allow the taking of such time.
- (d) Giving evidence in court on behalf of the employer;
- (e) Presenting information on the Union and Union activities at induction sessions for new staff. Union shall have up to one half-hour made available for a presentation in such a program provided to employees. If such programs are provided to employees by electronic or remote means, the union's presentation and associated literature will also be included; and
- (f) Distributing official Union publications or other authorised material at the workplace, provided that reasonable notice is given to workplace management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

44. Amenities

The Employer shall provide reasonable amenities for the use of employees, including:

- (i) A suitable change room and adequate washing and toilet facilities; and
- (ii) A locker fitted with lock and key or other suitable place for the safe keeping of clothing and personal effects of such an employee; and

- (iii) The employer shall provide tea, coffee, milk and sugar for morning and afternoon tea, supper and early morning tea when the employee is on duty at times appropriate for the partaking thereof.

45. Purchased Leave

- (a) Purchased leave is where employees have planned absences of up to four weeks of leave which is funded by salary deductions spread evenly over the year. This allows employees to continue to receive pay during such leave.
- (b) Purchased leave must be utilised within the calendar year that it accrues.
- (c) Purchased leave counts as service for all purposes.
- (d) When the employee makes an application for purchased leave, they must state the period of leave proposed to take the purchased leave.
- (e) The Employer's approval of purchased leave will be based on the operational requirements of the Employer, having regard to the period of leave requested, personal needs and family responsibilities of staff.
- (f) Once a period of purchased leave has been approved, it may only be revoked by the Employer where exceptional circumstances exist. In the event of revocation, any accumulated leave may be paid out to the employee, or the leave deferred to a date mutually agreed by employer and employee.
- (g) Where an employee leaves the Employer during a year in which purchased leave has been approved, final payment will be adjusted to take account of deductions not yet made and leave not taken.
- (h) Annual leave loading is not payable on purchased leave.

SCHEDULE 1 –ALLOWANCES

Table 1 - Other Rates and Allowances

Item No.	Clause No.	Description	Current \$	FFPPOA 1/7/22 3%	FFPPOA 1/9/23 3%
				\$	\$
3	30.2	On-Call Allowance (per 24 hrs)	27.55	28.38	29.23
4	30.3	On-Call Allow-rostered days off (per 24hrs)	54.36	55.99	57.67
10	18.2	Handling linen- nauseous nature (per shift)	5.07	5.22	5.38
	19.3	Laundry Allowance (per week)	5.52	5.69	5.86
		Uniform Allowance (per week)	4.88	5.03	5.18
16	18.5	Handling of money (per week)	21.94	22.60	23.28
42	45	Infectious Cleaning (per shift)	6.4	6.59	6.79
	19.8	Engine Capacity 1.6 litre (1600cc) or less	Per ATO	Per ATO	Per ATO
		Engine Capacity 1.6 – 2.6 litre (1600-2600cc)	Per ATO	Per ATO	Per ATO
		Engine Capacity 2.6 litre (2600cc) or more	Per ATO	Per ATO	Per ATO

SCHEDULE 2 – ADMINISTRATIVE STAFF

1.1 Definitions and Work Level Statements

“Work Level Statements” - Employees will not be required to meet all conditions of the work level statements but will generally be expected to be carrying out the responsibilities contained within the descriptions.

Administration Officer -

Level 1 - These positions are established for undertaking routine clerical work, an employee at this level may be a trainee with no previous experience.

Work is performed under close supervision requiring the application of basic skills and routines such as providing receptionist services, straight forward collating, collecting and distributing, carrying out routine checks by simple comparisons, maintaining basic records, mail procedures, obtaining or providing information about straight forward matters and routine user maintenance of office equipment.

Work performed is within established routines, methods and procedures.

The work which it is envisaged would come within this level would require the exercise of any one or more of the skills set out below:

Operate personal computers, printing devices attached to personal computers, paging system, calculator.

Level 2 - Training of other employees may be required.

Undertaking a range of operational and administrative tasks under general instruction and close supervision but with discretion in selecting the most appropriate method and sequence.

Requires knowledge of specific procedures and regulations.

The exercising of basic judgment is required, although problems encountered are of a simple nature with solutions found by reference to established methods and procedures.

The work which it is envisaged would come within this level would involve a range of activities requiring the use of numeric, written and verbal communication, and other work skills appropriate to the tasks and responsibilities.

In addition to other pay office duties performs the actual calculation of salaries.

Level 2A - This level of Administrative officer is required to provide a secretarial service to a Department, etc., of a hospital or to an individual officer or officers, including arranging travel bookings and itineraries, make appointments, screen telephone calls, follow visitor protocol procedures, establish telephone contact on behalf of Officer/s. The Administrative officer may be required to take shorthand notes at 100 w.p.m. and transcribe accurately from those notes and/or transcribe accurately from a Dictaphone.

Level 3 - Decision making in day to day operational matters is a normal part of the duties.

Assist more senior officers in complex tasks or projects.

Work performed under broad supervision but requires some independent action.

Scope exists for exercising initiative in the application of established work practices and procedures.

Employees may be graded at this level where the principal functions of their employment require a sound knowledge of the activities usually performed within the work area and their impact upon the activities of others.

Required to carry out routine pay office duties involving the calculation of employee pays and entitlements together with provision of direct advice on pay and conditions to employees.

Level 4 - Working under limited direction and guidance with regard to work priorities.

Possess organisational skills required to set priorities and monitor work flow in the area of responsibility.

Ability to write reports, documents and correspondence, including drafting complex correspondence for senior officers, accurately and clearly.

Carry out a variety of functions which may be complex in nature and require judgment in selecting and applying established principles, techniques and methods.

Ability to investigate or evaluate legislation, regulations, instructions or procedural guidelines relevant to the tasks and responsibilities.

Ability to delegate work to subordinates where appropriate.

Carry out inspection and monitoring functions to ensure outputs are of a high quality.

Required to carry out routine pay office duties involving the calculation of employee pays and entitlements together with provision of direct advice on pay and conditions to employees and having had a minimum of 2 years service carrying out these duties.

Level 5 - Ability to manage physical and financial resources to ensure the delivery of services or the successful completion of a project.

Decision making across a number of areas and review of operational systems.

Ability to manage conflict of resources or priorities.

Independent action may be exercised within constraints set by senior management.

Work with little formal guidelines, usually under limited direction as to work priorities and the detailed conduct of the task.

Required to exercise advanced skills and knowledge in respect of pay office functions and whose duties include responsibilities for the checking of subordinates work and the exercise of an interpretive role in respect of pay enquiries.

Level 6 - Possess well developed communication skills and the ability to bring a creative approach to problem solving and conflict resolution.

Formulate policies that reflect current and future organisational requirements.

Ability to develop policy and advice for senior and line management.

Guidelines, rules, instructions or procedures for use by other staff may be developed at this level relevant to the area of responsibility.

Evaluate new methods and technology and disseminate information to appropriate areas.

Required to exercise advanced skills and knowledge in respect of pay office functions and whose duties include responsibilities for the checking of subordinates work and the exercise of an interpretative role in respect of pay enquiries and having had a minimum of 2 years' service carrying out these duties.

1.2 Higher Skills

Employees appointed as Administration Officer Level 1 who are required by the employer to type at 60 w.p.m. and/or use medical terminology verbatim, will be paid an allowance as set out in item 2 of Table 2-Allowances, of Part B, Monetary Rates. Employees appointed as Administration Officer Level 2 or 2A who are required by the employer to use medical terminology verbatim, will be paid an allowance as set out in the said Item 2

1.3 Monetary Rates

Classification	Current \$ PER WEEK	FFPPOA 1/7/22 3% \$ PER WEEK	FFPPOA 1/9/23 3% \$ PER WEEK
ADMINISTRATION OFFICER-LEVEL 1			
1st year	970.00	999.10	1029.07
2nd year	1010.92	1041.25	1072.49
3rd year	1050.39	1081.90	1114.36
4th year	1076.46	1108.75	1142.02
5th year	1103.36	1136.46	1170.55
ADMINISTRATION OFFICER-LEVEL 2			
1st year	1142.35	1176.62	1211.92
2nd year	1182.53	1218.01	1254.55
ADMINISTRATION OFFICER-LEVEL 2A			
1st year	1205.34	1241.50	1278.75
2nd year	1223.58	1260.29	1298.10
ADMINISTRATION OFFICER-LEVEL 3			
1st year	1223.58	1260.29	1298.10
2nd year	1263.87	1301.79	1340.84
ADMINISTRATION OFFICER-LEVEL 4			
1st year	1298.27	1337.22	1377.33
2nd year	1329.67	1369.56	1410.65

ADMINISTRATION OFFICER-LEVEL 5			
1st year	1370.82	1411.94	1454.30
2nd year	1403.65	1445.76	1489.13
ADMINISTRATION OFFICER-LEVEL 6			
1st year	1450.46	1493.97	1538.79
2nd year	1486.42	1531.01	1576.94

Table 2 – Allowances

Clause No.	Description	Current \$	FFPPOA 1/7/22 \$	FFPPOA 1/9/23 \$
Sch. 2 (1.2)	Higher Skills	18.59	19.15	19.72

SCHEDULE 3 – HEALTH EMPLOYEES

2.1 Definitions

Unless the context otherwise indicates or requires, the several expressions hereunder defined shall have their respective meanings assigned to them:-

(i) Hospital Assistant -

(a) **Grade I** means an employee appointed as such who is required to perform general cleaning duties and other duties of a house-hold type, excepting those specified in the definition of Hospital Assistant, Grade II. Without limiting the generality of the foregoing, it shall include duties traditionally associated with the former classifications of Ward Assistant (save as to those duties specified in the definition of Hospital Assistant, Grade II), Seamstress, and/or Attendant.

(b) **Grade II** means an employee, appointed as such who is required to perform, in addition to the duties appropriate to a Hospital Assistant, Grade I, duties such as high cleaning, outside cleaning, stripping and/or sealing of floors, portering of patients and/or heavy equipment, etc, loading and/or unloading of commercial-type washing machines, cleaning of tooth and vomit bowls, sanitising of bed pans and other equipment, the cooking and/or preparing of light refreshments (e.g., eggs, toast, salads), making unoccupied beds. Without limiting the generality of the foregoing it shall include duties traditionally associated with the former classifications of Dressmaker, Kitchenman, Laundry Employee, , Porter (all grades), Porter/Cleaner (all grades), Lift Attendant, Laboratory Attendant, Attendant-Vehicle Parking, , Incinerator Attendant, Gardener's Labourer, General Reliever.

(c) **Grade III** means an employee, appointed as such who is required to perform any of the duties previously performed by persons appointed under the classifications of Storeman, Handyman, Assistant Cook, Patrol Officer or Operating Theatre Orderly.

(ii) **Leading Hand** means an employee who is placed in charge of not less than two (2) other employees of substantially similar classification but does not include an employee whose classification denotes supervisory responsibility.

(iii) Pharmacy Assistants

(a) **Pharmacy Assistant Grade 1** - means a person appointed as such who is engaged in drug distribution duties, hospital pharmacy production and dispensing activities under the supervision of a Registered Pharmacist and/or Pharmacy Technician.

(b) **Pharmacy Assistant Grade 2** - means a person appointed as such who is engaged in drug distribution duties, hospital pharmacy production and dispensing activities under the supervision of a Registered Pharmacist and/or Pharmacy Technician, and who holds a qualification in a relevant field recognised by the Pharmaceutical Society of Australia or up to the level of Certificate III in Community Pharmacy issued by a Registered Training Organisation or has qualifications deemed by the employer to be equivalent.

(iv) **Pharmacy Technician Grade 1** - means a person appointed to such a position and who has successfully completed a qualification in a relevant field recognised by the Pharmaceutical Society of Australia or up to the level of Certificate III issued by a Registered Training Organisation in Hospital and Community Pharmacy (e.g. Charles Sturt University) or has qualifications deemed by the employer to be equivalent.

(v) **Pharmacy Technician-Grade 2** - means a person who is appointed to such a position and who has successfully completed a nationally recognised Pharmacy Technician Certificate Course at Certificate Level IV or has qualifications deemed by the employer to be equivalent. Such person is under the supervision of a Pharmacist and/or a more senior Pharmacy Technician.

(vi) **Pharmacy Technician – Grade 3** - means a person who has successfully completed a nationally recognised Pharmacy Technician Certificate Course at Certificate Level IV or has qualifications deemed by the employer to be equivalent, has relevant pharmacy experience and displays competency in performing complex tasks under

supervision of a Pharmacist in specialist areas of practice such as, but not limited to, cytotoxic drug reconstitution, sterile production, clinical trials, information systems management, etc. This position may also be supervised by a Grade 4 Pharmacy Technician. This classification may operate in a supervisory capacity such as in a Deputy Senior/Second-in-Charge position. Jobs at this level have greater responsibilities than those at Grade 1 and 2.

(vii) **Pharmacy Technician - Grade 4** - means a person appointed to such a position who has successfully completed a recognised Pharmacy Technician Certificate at Certificate Level IV or has qualifications deemed by the employer to be equivalent, and who has extensive experience working within a pharmacy as a Pharmacy Technician Grade 2 and/or Grade 3 and has accredited qualifications in management studies of a formal nature recognised by the Health Service (these studies may be conducted by the Health Service on a local internal basis). Generally the position would be primarily responsible for the management of all Pharmacy Technicians and Pharmacy Assistants in a large unit. The position would carry responsibility for the effective management and development of pharmacy support services under the direction of the Director or Deputy Director of Pharmacy. Participate on departmental committees and continuous education/ management training programs. Inherent in this position is the ability to display competency in performing complex tasks with limited supervision.

(viii) **Sterilisation Technician - Grade 1** means a person who is primarily involved in the sterilisation of hospital equipment and utensils and who is employed in a Sterile Supply Department of the Health Service. At this level the technician will be performing routine basic tasks and is under routine supervision.

(ix) **Sterilisation Technician - Grade 2** means a person who has completed a Certificate in Sterilisation Technology at TAFE and is performing more complex tasks than a Grade 1 employee under only general supervision.

(x) **Sterilisation Technician - Grade 3** means a person who performs the duties of a Sterilisation Technician - Grade 2 who in addition is in a supervisory position or performing specialised tasks at a high degree of competency.

(xi) **Wardsperson** means an employee who is required to undertake limited duties associated with the care of patients such as pre-operative shaves, routine enemata, bathing of patients, general assistance in wards and cleaning duties.

2.2 Leading Hands

An employee appointed as leading hand who in addition to his/her ordinary duties, is in charge of not less than two other employees shall be paid an allowance above his/her ordinary rate as set out in Table 2- Allowances, of Part B, Monetary Rates.

2.3 Monetary Rates

Classification	Current	FFPPOA 1/7/22	FFPPOA 1/9/23
	\$ PER WEEK	3% \$ PER WEEK	3% \$ PER WEEK
Pharmacy Assistant - Grade 1			
1st year	1101.68	1134.73	1168.77
2nd year	1126.75	1160.55	1195.37
3rd year	1146.68	1181.08	1216.51
4th year	1178.57	1213.93	1250.34
Pharmacy Assistant - Grade 2			

1st year	1178.57	1213.93	1250.34
2nd year	1207.04	1243.25	1280.55
Pharmacy Technician-Grade 1			
1st year	1178.57	1213.93	1250.34
2nd year	1207.04	1243.25	1280.55
3rd year	1234.06	1271.08	1309.21
4th year	1263.64	1301.55	1340.60
Pharmacy Technician-Grade 2			
1st year	1291.16	1329.89	1369.79
2nd year	1340.03	1380.23	1421.64
3rd year	1383.49	1424.99	1467.74
4th year	1421.62	1464.27	1508.20
Pharmacy Technician-Grade 3			
1st year	1519.62	1565.21	1612.16
2nd year	1572.36	1619.53	1668.12
Pharmacy Technician-Grade 4			
1st year	1625.22	1673.98	1724.20
2nd year	1727.92	1779.76	1833.15
Sterilisation Technician-Grade 1			
1st year	1101.68	1134.73	1168.77
2nd year	1126.75	1160.55	1195.37
3rd year	1178.57	1213.93	1250.34
Sterilisation Technician-Grade 2			
1st year	1207.04	1243.25	1280.55
2nd year	1234.06	1271.08	1309.21
3rd year	1263.64	1301.55	1340.60
Sterilisation Technician-Grade 3			
1st year	1291.16	1329.89	1369.79
2nd year	1340.03	1380.23	1421.64

Wardsperson			
1st year	1058.10	1089.84	1122.54
Thereafter	1065.83	1097.80	1130.74
Chief Wardsperson			
1st year	1113.98	1147.40	1181.82
Thereafter	1123.15	1156.84	1191.55
Senior Chief Wardsperson			
1st year	1145.96	1180.34	1215.75
Thereafter	1154.05	1188.67	1224.33
Hospital Assistant			
Grade 1	997.88	1027.82	1058.65
Grade 2	1020.67	1051.29	1082.83
Grade 3	1036.73	1067.83	1099.87

Table 2 - Allowances Allowance

Allowance	Current \$	FFPPOA 1/7/22 \$	FFPPOA 1/9/23 \$
Leading Hand I/C 2 to 5 employees.	36.47	37.56	38.69
Leading Hand I/C 6 to 10 employees.	52.10	53.66	55.27
Leading Hand I/C 11 to 15 employees	66.40	68.39	70.44
Leading Hand I/C 16 to 19 employees	81.08	83.51	86.02

SCHEDULE 4 – HEALTH MANAGERS

3.1 Definitions

For the purpose of this schedule -

3.2 Salary Bands

(i) Employees shall be paid not less than the minimum salaries shown in Table 1-Salaries, of Part B, Monetary Rates.

(ii) Persons who commence employment in accordance with one of the Work Level Statements will be allocated to the level described by the Work Level Statement and paid an initial salary equal to the minimum of the salary band for the relevant level, provided that a higher initial salary may be offered to an individual employee on merit.

(iii) If a global salary movement to classifications covered by this agreement causes an employee to exceed the upper limit of a salary band, the excess above such upper limits will be paid as a personal allowance.

3.3 Classification Levels

Employees shall be graded and perform the duties within a classification level as set out in Table 1 below, and paid within the appropriate salary band as set out in 3.4 Monetary Rates Table 1-Salaries.

HEALTH MANAGER LEVEL 1

Description of Work:

- Responsible for managing hospitals and other facilities that provide basic routine and emergency health care for customers which may include multiple sites and services; or
- Responsible for providing support services for the management of hospitals and other larger facilities which may include multiple services and sites; or
- Responsible for providing support for the management of human resources and/or financial and/or administrative and/or hotel and/or clinical services for hospitals which provide a wide range of specialised services for customers and/or Health Services.

Staff at this level are accountable for ensuring funds are expended according to approved budgets and for ensuring targets are met.

Staff are responsible to provide regular feedback and appraisal regarding the performance of staff.

Staff are responsible for maintaining effective relationships with Health Service to ensure Health System's priorities are met.

Staff at this level assist with the development and implementation of policies, procedures, standards and practices for the hospital or Health Service.

Staff are responsible and accountable for providing a professional level of services to the Hospital(s) or Health Service or oversee the management of aspects of services and the staff.

Skills and Attributes:

Management:

- Understanding and commitment to the Health Systems priorities;
- Capacity to direct all operational facets based on strategic and business plans;
- Ability to ensure budget targets are met.

Capacity to undertake performance appraisal of staff and ability to develop performance measures.
Effective communication and interpersonal skills.

Support:

Assist with the development and implementation of policies, procedures, standards and practices.

Able to meet pre-determined targets and deadlines.

Ability to be flexible and adapt work.

HEALTH MANAGER LEVEL 2

Description of Work:

Jobs at this level have greater responsibilities than those at Level One and are:

- Responsible for managing hospitals and larger facilities that provide a wide range of health care services with some sub-speciality services for customers which may include multiple services and sites; or
- Responsible for providing support services for the management of large hospitals which include multiple services and sites; or
- Responsible for providing support and in some cases managing human resource and/or financial and/or administrative and/or hotel and/or clinical services for hospitals which provide a wide range of specialised services for customers and/or Health Services.

Staff at this level are accountable for allocation and/or expenditure of resources and ensuring targets are met.

Staff are responsible for ensuring optimal budget outcomes for their customers and communities.

Staff are responsible for providing regular feedback and appraisals for senior staff to improve health outcomes for customers and for maintaining a performance management system.

Staff are responsible for providing support for the efficient, cost effective and timely delivery of services.

Skills and Attributes:

The skills and attributes at this level are greater than those at Level One and include:

Management:

High level of leadership; communication and Interpersonal skills.

Capacity to exercise creative and entrepreneurial solutions to improve productivity and effectiveness for customers.

Proven negotiation and delegation skills.

Ability to motivate and co-ordinate staff.

Support:

Ability to provide input, interpret, monitor and evaluate policies, procedures and standards for customers.

Capacity to design strategic and business objectives.

Ability to develop performance measures.

HEALTH MANAGER LEVEL 3

Description of Work:

Jobs at this level have greater responsibilities than those at Level Two and are:

- Responsible for managing hospitals which provide a wide range of health care services with some specialities which include multiple sites and services; or

- Responsible for providing support services for the management of large complex hospitals or groups of hospitals; or
- Responsible for management and in some cases support in human resources and/or financial and/or administrative and/or clinical services in tertiary teaching hospitals and/or Health Services.

Staff at this level are responsible for reviewing senior staff performances through regular appraisal to improve health outcomes for patients and for maintaining a performance management system.

Staff are responsible to maintain effective relationships and communication with Area Health Service to ensure that corporate goals and priorities of the Health System are met.

Staff are responsible to maintain effective relationships and communication with Health Services to ensure that corporate goals and priorities of the Health System are met.

Staff at this level are responsible for providing timely delivery of services and are accountable to the appropriate Executive.

Staff are responsible for contributing to the development and implementation of business plans.

Staff at this level are required to make judgements and may in some cases, be delegated responsibility to approve changes in standard practice and procedures.

Skills and Attributes:

The skills and attributes at this level are greater than those at Level Two and include:

Management:

Excellent leadership, communication and Interpersonal skills.

Highly developed and effective management skills.

Ability to develop, monitor and reach predicted outcomes to strategic and business plans.

Highly developed and effective negotiation and delegation skills.

Proven capacity to manage multi-disciplinary groups.

Support:

Ability to make judgements and have sole delegated responsibility to approve changes in standards, practices, policies and procedures.

Highly developed negotiation and delegations skills.

HEALTH MANAGER LEVEL 4

Description of Work:

Jobs at this level have greater responsibilities than those at Level Three, are accountable through performance agreements and are:

- Responsible for managing hospitals which provide a wide range of Specialist services for customers which include multiple sites and services; or
- Responsible for management of human resource and/or financial and/or administrative and/or clinical services in Health Services.

Staff are responsible for ensuring optimal health outcomes within budget for their customers and communities.

Staff are accountable for allocating resources and ensuring budgets are effectively met. Staff are responsible for developing appropriate strategies to manage budget changes in a timely manner.

Staff at this level are required to make complex judgements and make appropriate changes in standard practices, policies and procedures.

Staff at this level are expected to develop/implement strategic business plans and ensure budgets are allocated and targets met.

Skills and Attributes:

The skills and attributes at this level are greater than those at Level Three and include:
System-wide view of health care provision and management to improve health outcomes for customers.
Excellent strategic planning and policy development skills.
Proven management expertise at a senior level.
Competent to make complex judgements and take initiatives through delegated responsibilities.

HEALTH MANAGER LEVEL 5

Grading Characteristics, Skills and Attributes

(a) Authority & Accountability

Freedom to operate within delegated authority, performance agreement, and Health Service policy
Recommend service priorities
Exercise judgement within delegations
Formulate policy and deliver programs in line with performance agreement
Involvement in the development of long-term strategies
Report directly to a member of the area executive
Budget management and responsibility for significant budget amount
or
Management of complex area service or unit, requiring specialist advice and input
Adherence to the Accounts and Audit and Determination for Health Services and all Statutory Requirements

(b) Judgement & Problem-Solving

Exercise judgement and problem solving in service policy areas (e.g. Mental Health, HR)
Frequent resolution of unusual and complex problems
Develop business strategies and business plans
Develop ideas, optional action plans, courses of action
Anticipate and resolve problems in a challenging and dynamic environment
Seek advice when there is no existing policy or precedent
Use of evidence-based decision-making to back up decisions
Sound ability to solve problems using innovative, creative solutions
High level of technical expertise
Provision of high level of expert advice and sound judgement
Independent decision-making; exercising independent judgement
Has a sound understanding of political and cross-Health Service issues and how they impact on the organisation
10 Actively develop strategic partnerships

(c) Leadership & Management Skills

Provide leadership, management and direction
Actively contributes to shaping the organisation's strategic plan
Ensures that the strategic plan is outcome-focussed, takes into account the short and long-term priorities, and is achievable
Actively monitors progress towards the achievement of the strategic vision
Achieve set objectives
Resolve conflict
Address and prioritise competing demands
Lead and manage organisation change on a health service(s)-wide basis
Build appropriate organisation values and culture
Anticipate problems and develop contingency strategies to meet complex situations
Applies intellectual rigour to all aspects of their work

(d) Personal & Interpersonal Skills

Provide specialist advice
Lead persuade, motivate and negotiate at senior levels
Ability to deal with people at all levels
Communicate and liaise effectively at all levels within the organisation
Spokesperson for area of responsibility (media, public)
Effective community liaison and communication
Effectively self-manages
Innovative & lateral thinker
Flexible & responsive
Supports a reflective learning/quality culture that enables both individuals and the organisation to develop
Articulates and promotes the organisation's vision and goals
Promotes an environment in which traditional ways of thinking are challenged and debate is encouraged 11
Provides effective role-modelling
Celebrates achievements and encourages innovation

(e) Outcomes & Performance

Formal personal agreement with CEO, Deputy CEO or Service Director / General Manager (KRAs)
Significant impact on service/hospital achievements and targets
Formal performance agreements with direct reports
Achievement of best practice
Monitoring and compliance with all professional standards
Responsible for health service(s)-wide service delivery

HEALTH MANAGER LEVEL 6

Grading Characteristics, Skills and Attributes

(a) Authority & Accountability

Able to make decisions assessing the 'measured risk'
Scope to use resources to reallocate resources to meet changing business needs prioritisation
Exercise judgement – in broad context
Accountable for policy and delivery of programs
Authorised to commit Health Service to course of action
Develop long-term strategies
Report directly to CEO or Deputy CEO, or Director Health Service Operations
Budget management and responsibility for a very significant and complex budget,
or
Responsibility for a complex inter/intra area health service unit
Adherence to the Accounts and Audit Determination for Health Services and all
Statutory Requirements

(b) Judgement & Problem-Solving

Develop organisation-wide strategic policy direction (e.g. Mental Health, HR)
Manage the resolution of unusual and complex systemic problems
Define business and strategic plans based upon current and future directions
Develop ideas and define action plans and courses of action
Resolve problems in a challenging and dynamic environment
Use of evidence-based decision-making to back up decisions
Demonstrated ability to anticipate and solve problems using innovative and creative solutions
High level of technical expertise
Highly regarded as an authority and provider of sound advice
High level independent decision-making
Has a sound understanding of political and cross-Health Service issues and how they impact on the organisation
13 Actively develops strategic partnerships

(c) Leadership & Management

- Provide leadership, management and direction
- Actively contributes to shaping the organisation’s strategic plan
- Ensures that the strategic plan is outcome-focussed, takes into account the short and long-term priorities, and is achievable
- Actively monitors progress towards achievement of the strategic vision
- Achieve objectives
- Resolve conflict
- Address and prioritise competing demands
- Lead and manage complex organisational change on an inter/intra health service(s)-wide basis
- Build appropriate organisation values and culture
- Anticipate problems, consider and analyse highly complex issues, develop and implement contingency strategies
- Ability to sell and successfully implement difficult decisions
- Applies intellectual rigour to all aspects of their work

(d) Personal & Interpersonal Skills

- Provide expert advice
- Lead, persuade, motivate, negotiate at senior levels
- Ability to deal with people at all levels
- Spokesperson for area of responsibility (media, public)
- Effective communication and community liaison
- Effectively self-manages
- Innovative and lateral thinker
- Flexible and responsive
- Supports a reflective learning/quality culture that enables both individuals and the organisation to develop
- Articulates and promotes the organisation’s vision and goals
- Promotes an environment in which traditional ways of thinking are challenged and debate is encouraged
- Provides effective role-modelling
- Celebrates achievements and encourages innovation

(e) Outcomes & Performance

- Formal performance agreement with the CEO (KRAs)
- Achievement of overall organisation targets; budget / service delivery / quality programs
- Formal performance agreements with direct reports
- Achievement of best practice
- Monitoring and compliance with all professional standards
- Responsibility for Health Service(s)-wide and intra Health Service service delivery

3.4 Monetary Rates

Table 1 – Salaries

Classification		Current \$ PER ANNUM	FFPPOA 1/7/22 3% \$ PER ANNUM	FFPPOA 1/9/23 3% \$ PER ANNUM
Level 1	From	79729	82121	84584
	To	107249	110466	113780
Level 2	From	104808	107952	111191
	To	124312	128041	131883
Level 3	From	121873	125529	129295
	To	138936	143104	147397
Level 4	From	136496	140591	144809

	To	163310	168209	173256
Level 5	From	160874	165700	170671
	To	180375	185786	191360
Level 6	From	176554	181851	187306
	To	193161	198956	204925

SCHEDULE 5 – COMPUTER TECHNICIANS

4.1. Monetary Rates

Employees shall be paid not less than as set in Table below.

Classification	Current \$ PER ANNUM	FFPPOA 1/7/22 3% \$ PER ANNUM	FFPPOA 1/9/23 3% \$ PER ANNUM
Computer Manager - Grade 1			
1st year	108,548	111,804	115,159
2nd year	111,810	115,164	118,619
3rd year	115,626	119,095	122,668
4th year	118,872	122,438	126,111
5th year	123,201	126,897	130,704
6th year	126,465	130,259	134,167
Computer Manager - Grade 2			
1st year	123,201	126,897	130,704
2nd year	126,465	130,259	134,167
3rd year	133,026	137,017	141,127
4th year	139,551	143,738	148,050
Analyst			
1st year	88,921	91,589	94,336
2nd year	91,703	94,454	97,288
3rd year	95,403	98,265	101,213
4th year	98,167	101,112	104,145
5th year	101,546	104,592	107,730
6th year and Thereafter	104,295	107,424	110,647
Senior Analyst			
1st year	108,548	111,804	115,159
2nd year	111,810	115,164	118,619
3rd year	115,626	119,095	122,668
4th year	118,872	122,438	126,111
5th year	123,201	126,897	130,704
6th year and Thereafter	126,465	130,259	134,167

Programming Supervisor			
1st year	101,546	104,592	107,730
2nd year	104,295	107,424	110,647
3rd year	108,548	111,804	115,159
Thereafter	111,810	115,164	118,619
Programmer			
1st year	71,498	73,643	75,852
2nd year	75,683	77,953	80,292
3rd year	80,415	82,827	85,312
4th year	88,921	91,589	94,336
5th year	95,403	98,265	101,213
Thereafter	98,167	101,112	104,145
Computer Operator - Grade 1			
1st year	52,742	54,324	55,954
2nd year	54,811	56,455	58,149
3rd year	56,197	57,883	59,619
Thereafter	57,593	59,321	61,100
Computer Operator - Grade 2			
1st year	59,581	61,368	63,209
2nd year	61,669	63,519	65,425
Thereafter	63,808	65,722	67,694
Senior Computer Operator - Grade 1			
1st year	67,709	69,740	71,832
2nd year	69,380	71,461	73,605
3rd year	71,498	73,643	75,852
Thereafter	73,267	75,465	77,729
Senior Computer Operator - Grade 2			
1st year	75,683	77,953	80,292
2nd year	77,543	79,869	82,265
3rd year	80,415	82,827	85,312
Thereafter	82,640	85,119	87,673

Field Implementation Officer			
1st year	75,683	77,953	80,292
2nd year	77,543	79,869	82,265
3rd year	80,415	82,827	85,312
4th year	82,640	85,119	87,673
Trainee Programmers			
1st year	51,261	52,799	54,383
2nd year	52,742	54,324	55,954
3rd year	54,811	56,455	58,149
4th year	56,197	57,883	59,619
5th year	57,593	59,321	61,100
6th year	59,581	61,368	63,209
7th year	61,669	63,519	65,425
8th year	63,808	65,722	67,694
9th year	67,709	69,740	71,832
Network Analyst			
1st year (per week)	1,513	1,558	1,605
2nd year (per week)	1,561	1,608	1,656

SCHEDULE 6 – HEALTH PROFESSIONALS

6.1 Definitions

“**Complex**” professional work denotes work which includes various tasks involving different processes and methods that may be unrelated. It depends on analysis of the subject, phase or issues involved in each assignment and the appropriate course of action may have to be selected from the many alternatives. The work involves conditions and elements that must be identified and analysed to discern interrelationships.

“**Critical**” professional work means a cornerstone or fundamental decision, requiring the exercise of sound professional judgement of the effects of a decision within a particular professional field.

“**Heads of Departments**” are responsible for leading, directing and administering a department and the supervision of staff that work within the department. The staff supervised may include other health professionals and technical and support staff.

“**Health professional**” for the purposes of this agreement includes employees who possess, as a minimum, a relevant bachelor degree or equivalent qualification, and who are involved in one or more of the following:

provision of direct clinical and/or professional services to patients
planning, co-ordination or evaluation of the delivery of clinical or professional services
provision of professional supervision or consultation to other health professionals
provision of professional education services to other health professionals
management of clinical or professional services providing direct services to patients.

Health professional classifications covered by this Agreement are listed below:

Audiologist
Art Therapist
Counsellor
Dietitian
Diversional Therapist
Exercise Physiologist
Genetic Counsellor
Music Therapist
Occupational Therapist
Orthoptist
Orthotist/Prosthetist
Physiotherapist
Play Therapist
Podiatrist
Sexual Assault Worker
Social Worker
Speech Pathologist
Welfare Officer

Provided that additional classifications that the Union has constitutional coverage for may be added to this list as agreed between the Union and the Employer.

“**Novel**” professional work encompasses work requiring a degree of creativity, originality, ingenuity and initiative and of a type not normally undertaken in a department or organisational unit within a department. The term may refer to the introduction of a new technology or process used elsewhere.

“**Professional judgement**” involves the application of professional knowledge and experience in defining objectives, solving problems, establishing guidelines, reviewing the work of others, interpreting results and providing and assessing advice or recommendations and other matters which have an element of latitude or decision making.

“Professional knowledge” includes the knowledge of principles and techniques applicable to the profession. It is obtained during the acquisition of professional qualifications and relevant experience.

“Professional supervision” refers to supervision given to subordinate health professionals from the same discipline, which requires the exercise of professional judgement and consists of:

- setting guidelines for the work of the health professional
- suggesting approaches to the conduct of professional work
- solving technical problems raised by subordinate health professionals
- reviewing and sometimes checking the work of other health professionals.

6.2 Classification of Health Professionals

Health professional positions will be classified according to the criteria set out below.

Level 1

Health professionals employed at Level 1 are newly qualified employees. Health professionals at this level are beginning practitioners who are developing their skills and competencies.

Level 1 staff are responsible and accountable for providing a professional level of service to the health facility.

Level 1 staff work under discipline specific professional supervision. Level 1 staff exercise professional judgement commensurate with their years of experience, as experience is gained, the level of professional judgement increases and direct professional supervision decreases.

Level 1 staff participate in quality activities and workplace education.

After working as a health professional for 12 months, Level 1 staff may be required to provide supervision to undergraduate student on observational placements and to work experience students.

Commencing rates for Level 1 staff are prescribed in Clause 5 Salaries.

Level 2

Progression to Level 2 from Level 1 is automatic following completion of 12 months satisfactory service at the Level 1 Year 4 salary step.

Level 2 health professionals are expected to have obtained respective new practitioner competencies and to perform duties in addition to those at Level 1.

Health professionals at this level are competent independent practitioners who have at least 3 years clinical experience in their profession and work under minimal direct professional supervision.

Positions at this level are required to exercise independent professional judgement on routine matters. They may require direct professional supervision from more senior staff members when performing novel, complex or critical tasks.

Level 2 staff may be required to supervise Level 1 health professionals and technical and support staff as required.

Level 2 health professionals may be required to teach and supervise undergraduate students, including those on clinical placements.

Positions at this level assist in the development of policies, procedures, standards and practices, participate in quality improvement activities and may participate in clinical research activities as required.

Sole Practitioner Allowance

The sole practitioner allowance is only payable in the circumstances prescribed in Clause 6 Sole Practitioner Allowance.

Levels 3 and 4

Positions at Levels 3 and 4 may have a clinical, education or management focus or may have elements of all three features.

Health professionals working in positions at Levels 3 and 4 are experienced clinicians who possess extensive specialist knowledge or a high level of broad generalist knowledge within their discipline. Level 3 and 4 staff demonstrate advanced reasoning skills and operate autonomously with minimum direct clinical supervision. Level 3 and 4 staff provide clinical services to client groups and circumstances of a complex nature requiring advanced practice skills. They are able to apply professional knowledge and judgement when performing novel, complex or critical tasks specific to their discipline.

Staff at this level are expected to exercise independent professional judgement when required in solving problems and managing cases where principles, procedures, techniques and methods require expansion, adaptation or modification.

Level 3 and 4 staff have the capacity to provide clinical supervision and support to Level 1 and 2 health professionals, technical and support staff. Level 3 and 4 staff are involved in planning, implementing, evaluating and reporting on services. Level 3 and 4 staff identify opportunities for improvement in clinical practice, develop and lead ongoing quality improvement activities with other staff.

The expertise, skills and knowledge of a Level 3 or 4 health professional is such that they may have the responsibility of a consultative role within their area(s) of expertise. Level 3 and 4 staff may also conduct clinical research and participate in the provision of clinical in-service education programs to staff and students.

Level 3 and 4 staff may be required to manage specific tasks or projects.

Roles that may be undertaken at Levels 3 and 4 include, but are not limited to, the following:

Senior Clinician

The employer will establish Senior Clinician positions at Level 3 or Level 4 as it deems appropriate based on the needs of the service.

Health professionals at Level 2 may also make application to the employer for personal progression to a Senior Clinician Level 3. A Senior Clinician Level 3 may make such an application to progress to Level 4. Such personal progression will be via the process prescribed in Clause 13 - Personal Regrading.

Senior Clinician Level 3

Level 3 Senior Clinicians include the following:

A health professional who has a recognised clinical specialty within their discipline and works in an area that requires high levels of clinical expertise and knowledge in that specialty.

A health professional with generalist skills who would usually work in a regional or rural area and would possess high level clinical skills enabling them to work across a range of clinical areas within their discipline.

A Level 3 Senior Clinician may have an operational/supervisory role in a small facility. This would be under the direction of a Department Head with responsibilities across a zone, region or cluster.

Senior Clinician Level 4

In addition to applying high level clinical skills as expected for a Senior Clinician, Level 4 Senior Clinicians may be specialists or generalists as follows:

A Level 4 Senior Clinician's expertise in their area of specialty is such that they provide a consultancy service in their speciality area across an Area, geographic region or clinical network.

A Level 4 Senior Clinician's breadth of knowledge and expertise in general practice is such that they provide a consultancy service on a range of clinical areas within their discipline across an Area, geographic region or clinical network. A generalist Level 4 Senior Clinician would usually work in a rural or regional area.

Level 4 Senior Clinicians provide advice to service managers on clinical service delivery development, practice and redesign. A Level 4 Senior Clinician will have the ability to assist and provide guidance to service managers in the development of clinical services in response to demand and client needs. Level 4 Senior Clinicians make a contribution to education activities related to their area of expertise.

Deputy Department Head

Deputy to a Department Head at Level 5 as well as maintaining a clinical load - Level 3.

Deputy to a Department Head at Level 6, as well as maintaining a clinical load - Level 4.

Whilst the criteria for a Deputy Department Head will generally rely upon the Level of the Department Head, this does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff supervised to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

Unit Head or Team Leader

A unit head or team leader is responsible for the leadership, guidance and line management of a multi-disciplinary clinical unit or specialist team that may work across a geographic region, 12 zone or clinical network. The work involves supervision of other health professionals or other technical and support staff as well as a clinical load.

Up to 5 other full time equivalent health professionals or other technical or support staff providing clinical input - Level 3

More than 5 - 10 other full time equivalent health professionals or other technical or support staff providing clinical input - Level 4

The criteria for a unit head or team leader will generally rely upon the number of full time equivalent (FTE) health professionals or other technical or support staff supervised, although this does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff supervised to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

Department Head (Level 4)

Where the department contains up to 5 full time equivalent health professionals or other technical or support staff providing clinical input Department Heads at Level 4 are also required to maintain a clinical load

The criteria for a Department Head will generally rely upon the number of full time equivalent (FTE) health professionals or other technical and support staff within a department. This does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

Student Educator - (Level 4)

A student educator is responsible for the discipline specific clinical supervision, teaching and co-ordination of educational activities for students on clinical placements within one or more health facilities. This involves liaison with education providers regarding educational outcomes of the clinical placement and student education and placement quality evaluation within an area, region, network or zone. The work may include contributing to discipline workforce research or clinical placement improvement initiatives.

A student educator may also be required to undertake research into adult education principles, models of best practice in training and education and training program development as required, in order to support and improve the delivery of training to students.

The student educator may also have a clinical load.

Levels 5 and 6

Positions at Levels 5 and 6 may have a clinical, education or management focus or may have elements of all three features.

Positions at Levels 5 and 6 deliver and/or manage and direct the delivery of services in a complex clinical setting.

Staff at this level perform novel, complex and critical discipline specific clinical work with a high level of professional knowledge and by the exercise of substantial professional judgement.

Health professionals at this level would undertake work with significant scope and/or complexity and/or undertake professional duties of an innovative, novel and/or critical nature without direction.

Work is usually performed without direct supervision with a discretion permitted within the boundaries of broad guidelines to achieve organisational goals.

Roles that may be undertaken at Levels 5 and 6 include, but are not limited to, the following:

Department Head

Department Heads at these levels may also be required to maintain a clinical load

Where the department contains more than 5 - 15 other full time equivalent health professionals or other technical and support staff providing clinical input - Level 5

Where the department contains more than 15 - 25 other full time equivalent health professionals or other technical and support staff providing clinical input - Level 6

The criteria for a Department Head will generally rely upon the number of full time equivalent (FTE) health professionals or other technical and support staff within a department. This does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

Deputy Department Head

Deputy to a Department Head at Level 7, Grade 1, as well as maintaining a clinical load - Level 5

Deputy to a Department Head at Level 7, Grade 2, as well as maintaining a clinical load - Level 6.

The criteria for a Deputy Department Head will generally rely upon the Level of the Department Head. This does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

Unit Head or Team Leader

A unit head or team leader is responsible for the leadership, guidance and line management of a multi-disciplinary clinical unit or specialist team that may work across a geographic region, zone or clinical network. The work involves supervision of other health professionals or technical or support staff as well as a clinical load.

More than 10 - 20 other full time equivalent health professionals or other technical or support staff providing clinical input - Level 5

More than 20 - 30 other full time equivalent health professionals or other technical or support staff providing clinical input - Level 6

The criteria for a unit head or team leader will generally rely upon the number of full time equivalent health professionals or other technical or support staff supervised, although this does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

Health Professional Educator (Level 5)

This position facilitates learning and professional development for health professionals, technical and support staff. The Health Professional Educator may work across a geographic region, zone or clinical network. The Health Professional Educator is responsible for the design, development, delivery and evaluation of education programs including continuing professional education, new graduate orientation and general staff development courses. The role may also entail instructional design and research into education best practice to support ongoing learning and development of clinical staff.

Clinical Specialist (Level 6)

Discipline specific clinical specialists are recognised as experts in their field at an advanced level of clinical expertise and practice.

This advanced level of expertise will be demonstrated by the fact that the health professional:

has extensive experience in their field of expertise; and

is actively contributing to their clinical field of expertise by presenting papers at conferences and contributing to peer reviewed journals

A clinical specialist will possess

clinically relevant post graduate qualifications; or

have gained peer recognition by a panel of discipline colleagues, professional association or professional registration body in the relevant clinical speciality area; or

a substantive academic conjoint appointment.

In recognition of their superior clinical expertise, a position at this level is responsible for quality assurance, development of better practice and clinical research within a facility and is actively involved in teaching staff and students in their field of expertise. The clinical specialist also has responsibility for education support to other clinicians in the management of patients requiring ongoing specialist treatment in a geographic network, region or zone. Clinical specialists will also participate on relevant high level committees. A clinical specialist can also undertake, dependent on workloads, specific supervisory, management or educative roles.

Level 7

Positions at Level 7 are managers, leaders or deputy managers of large units, teams or departments.

The work requires considerable co-ordination and the position is responsible for human, physical and financial resources. The position contributes directly to the development of policy for the work area and must have a sound understanding of the broader policy and strategic context. 15 Programs, strategies and priorities are generally decided at a higher management level but positions at this level have the authority to decide how to achieve results within the limits of available resources.

Decisions at this level have direct consequences on the achievement of results for the area for which the position is responsible.

Level 7 positions may maintain a clinical load or may be required to provide an expert speciality consultancy role in their area of expertise.

The size and complexity of the areas managed and the consequent impact on the nature of the work and are reflected in the different grading of positions as follows:

Deputy Department Head

Deputy to a Department Head at Level 7, Grade 3, as well as maintaining a clinical load - Level 7, Grade 1.

Whilst the criteria for a Deputy Department Head will generally rely upon the Level of the Department Head, this does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

Unit Head or Team Leader

A unit head or team leader is responsible for the professional leadership, guidance and line management of a multi-disciplinary clinical unit or specialist team that may work across a geographic region, zone or clinical network. The work involves supervision of other health professionals or technical or support staff.

More than 30 - 45 other full time equivalent health professionals or technical and other staff providing clinical input - Level 7, Grade 1

More than 45 - 60 full time equivalent health professionals or technical and other staff providing clinical input - Level 7, Grade 2

The criteria for a unit head or team leader will generally rely upon the number of full time equivalent (FTE) health professionals or technical and other support staff supervised, although this does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

Department Head

Where the department contains more than 25 - 40 other full time equivalent health professionals or technical and other support staff providing clinical input - Level 7, Grade 1

Where the department contains more than 40 - 55 other full time equivalent health professionals or technical and other support staff providing clinical input - Level 7, Grade 2

Where the department contains more than 55 other full time equivalent health professionals or technical and other support staff providing clinical input - Level 7, Grade 3

The criteria for a Department Head will generally rely upon the number of full time equivalent (FTE) health professionals or other support staff within a department. This does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

Level 8 - Discipline Specific Director/Advisor

Positions at this level lead, direct, co-ordinate and provide strategic advice on major functions or work areas within a Local Health District(s), a geographic region, zone or clinical network. Positions at this level will make a major contribution towards the development and achievement of the strategic directions of the Local Health District(s). They have significant responsibility for the resources under their control.

Discipline Directors/Advisors will exercise a high degree of independence in the determination of overall workforce and clinical service strategies, priorities, work standards and the allocation of resources.

The position will make independent decisions related to area wide expert practice in their field and will be responsible for outcomes for clients and the organisation from the practice of other health professionals and staff. The position participates in strategic management and service development decisions.

The position requires expert professional knowledge of methods, principles and practice and skills across client groups and work areas.

Positions at this level are required to apply senior strategic processes in the management of departmental resources and services.

Positions at this level have a combination of operational and strategic roles as follows:
has professional responsibility with regard to strategic workforce and service development and professional practice across a Local Health District(s), a geographic region, zone or clinical network
provides professional co-ordination and leadership across a Local Health District(s), a geographic region, zone or clinical network to department heads
acts as a central point of contact for strategic consultation and liaison with Senior Executive management and the Allied Health Director/Advisor
may have a dual role of department head
may be required to provide an expert speciality consultancy role in their area of expertise
may be involved in the provision of relevant clinical or leadership training, management development and/or mentoring to staff within the Local Health District(s), geographic region, zone or clinical network.

The varying size and complexity of disciplines and the scope of the Discipline Director/Advisor positions and the consequent impact on the nature of the work are reflected in the different grading of positions as follows:

Where the area of responsibility includes up to 25 full time equivalent health professionals or technical and other support staff providing clinical input - Level 8, Grade 1

Where the area of responsibility includes more than 25 - 55 full time equivalent health professionals or technical and other support staff providing clinical input - Level 8, Grade 2

Where the area of responsibility includes more than 55 - 100 other full time equivalent health professionals or technical and other support staff providing clinical input - Level 8, Grade 3

Where the area of responsibility includes more than 100 other full time equivalent health professionals or technical other support staff providing clinical input - Level 8, Grade 4.

The criteria for a Discipline Director/Advisor positions will generally rely on the number of full time equivalent health professionals or technical and other support staff within the area of responsibility. This does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken. 18

6.3 Qualifications

The minimum qualification requirements for each health professional classification is set out below.

Audiologist

Must hold a Masters degree in clinical audiology which provides eligibility for full membership of the Audiological Society of Australia, or other qualification deemed equivalent by the employer.

Art Therapist

Must hold a Masters degree in art therapy which provides eligibility for professional membership of the Australia and New Zealand Art Therapy Association, or other qualification deemed equivalent by the employer.

Counsellor

Must hold as a minimum a bachelor degree in counselling or a related field, or other qualification deemed equivalent by the employer.

Dietitian

Must hold a bachelor or post graduate degree in nutrition and dietetics that provides eligibility for full membership of the Dietitians Association of Australia, or other qualification deemed equivalent by the employer.

Diversional Therapist

Must hold a health science or applied science bachelor degree in leisure, recreation or diversional therapy recognised by the Diversional Therapy Association of Australian National Council, or other qualification deemed equivalent by the employer.

Exercise Physiologist

Must hold a bachelor degree in exercise and sports science, or other qualification deemed equivalent by the employer.

Genetics Counsellor

Must have an undergraduate degree in a non-nursing, non-medical discipline and in addition hold a post graduate qualification in genetic counselling or have attained Part I certification in genetics counselling from the Human Genetics Society of Australasia.

Music Therapist

Must hold as a minimum a bachelor or post graduate degree in music therapy which provides eligibility for registration with the Australian Music Therapy Association, or other qualification deemed equivalent by the employer.

Occupational Therapist

Must hold qualifications recognised for registration with the Occupational Therapy Board of Australia. From 1 July 2012, must hold general registration with the Occupational Therapy Board of Australia.

Orthoptist

Must hold as a minimum a bachelor or post graduate degree in Orthoptics which provides eligibility for registration with the Australian Orthoptic Board, or other qualification deemed equivalent by the employer.

Orthotist/Prosthetist

Must hold as a minimum a bachelor degree in prosthetics and/or orthotics which provides eligibility for membership of the Australian Orthotic Prosthetic Association, or other qualification deemed equivalent by the employer.

Physiotherapist

Must hold qualifications recognised for registration with the Physiotherapy Board of Australia. Must hold general registration with the Physiotherapy Board of Australia

Play Therapist

Must hold a bachelor of early childhood, primary teaching or a related field that includes two years study in child development, or other qualification deemed equivalent by the employer.

Podiatrist

Must hold qualifications recognised for registration with the Podiatry Board of Australia
Must hold general registration with the Podiatry Board of Australia

Sexual Assault Worker

Must hold as a minimum a bachelor degree in a relevant field such as counselling or other qualification deemed equivalent by the employer.

Social Worker

Must hold as a minimum a bachelor degree in social work which provides eligibility for membership of the Australian Association of Social Workers, or other qualification deemed equivalent by the employer.

Speech Pathologist

Must hold a bachelor or post graduate degree in speech pathology which provides eligibility for membership of Speech Pathology Australia, or other qualification deemed equivalent by the employer.

Welfare Officer

Must hold a minimum of a bachelor degree in a relevant field eg community welfare, or other qualification deemed equivalent by the employer.

6.4 Salaries

Full time employees shall be paid the salaries as set out in 6.8 - Monetary Rates of this Schedule.

Minimum commencing salaries at Level 1 are as follows:

1. Employees who hold an appropriate degree, or other approved equivalent qualification, requiring three years of full time study shall commence on the Level 1, Year 1 salary
2. Employees who hold an appropriate degree, or other approved equivalent qualification requiring more than three years full time study shall commence on the Level 1, Year 2 salary.
3. Employees who have completed an undergraduate degree and a Masters degree, or other approved equivalent qualifications requiring more than four years of combined full time study shall commence on the Level 1, Year 3 salary.

Salary progression within Levels 1 - 6 will occur following 12 months satisfactory service.

6.5 Sole Practitioner Allowance

The sole practitioner allowance is payable to positions at Level 1 or Level 2 where position occupants:

are the only practitioner of their discipline at the site; and
are required to exercise independent professional judgement on a day to day basis without ready face to face access to another like professional who has expertise and knowledge relevant to the sole practitioner's discipline for the purpose of providing informal consultation, assistance and advice; or
undertakes administrative or other related responsibilities that would otherwise not be expected of a Level 1 or Level 2 position.

The sole practitioner allowance is equal to the difference between the maximum Level 2 salary and the minimum Level 3 salary. The current allowance is set out at Table 2 of 6.8 - Monetary Rates of this Schedule.

6.6 Expanded Scope of Practice

Should a profession within the coverage of this Schedule incorporate an expanded scope of practice, the parties agree to discuss the impact of this on the classification structure.

6.7 Personal Regrading

1. Health professionals at Level 2 may make application to the employer for personal progression to a Senior Clinician Level 3. A Senior Clinician Level 3 may make such an application to progress to Level 4.
2. An application for personal regrading will need to demonstrate that the health professional is consistently working at a level and undertaking duties that are equivalent to the Level and role being applied for. The applicant must be able to demonstrate that the claimed expertise is being utilised and there is a positive impact on services arising from the work of the applicant.
3. Such applications must be provided to the direct line manager of the health professional. Applications must be commented upon, including whether it is supported or not and the reasons why, by the direct line manager and another relevant senior professional in the discipline eg Area Advisor.
4. The application will then be forwarded to Human Resources, who deals with the application on the basis of the information and professional input provided as part of the application, or by Human Resources seeking additional professional input on the application, if this is seen as necessary.
5. Human Resources will then make a recommendation on the application to the employer, or approved delegate, for final decision. The delegate must be provided with all relevant information on the application.
6. The date of effect of any approved personal regrading will be the first full pay period on or after the date the application was initially provided to their direct line supervisor.
7. If an application is declined by the employer, the health professional is to receive written advice at the time of being notified that their application was declined and the grounds and reasons for the decision.
8. If the health professional wishes to pursue their application, the matter will be referred to a Health Professional Regrading Committee, to be established in consultation between the employer and Union. Such a Committee will meet on a regular or needs basis to consider any such personal regrading applications and subsequently make recommendations to the employer.
9. Any disputes that arise regarding personal regrading applications may be dealt with under the dispute resolution provisions of this Agreement.

6.8 – Monetary Rates

Table 1 – Salaries

Classification		Current \$ PER ANNUM	FFPPOA 1/7/22 3% \$ PER ANNUM	FFPPOA 1/9/23 3% \$PER ANNUM
LEVEL	YEAR OR GRADE			
Level 1	Year 1	68,868	70,934	73,062
	Year 2	71,462	73,606	75,814
	Year 3	75,864	78,140	80,484
	Year 4	81,076	83,508	86,014
Level 2	Year 1	86,672	89,272	91,950
	Year 2	92,169	94,934	97,782
	Year 3	96,653	99,553	102,539

	Year 4	99,775	102,768	105,851
Level 3	Year 1	107,316	110,535	113,852
	Year 2	110,908	114,235	117,662
Level 4	Year 1	116,451	119,945	123,543
	Year 2	119,363	122,944	126,632
Level 5	Year 1	125,332	129,092	132,965
	Year 2	128,465	132,319	136,289
Level 6	Year 1	134,834	138,879	143,045
	Year 2	138,261	142,409	146,681
Level 7	Grade 1	145,174	149,529	154,015
	Grade 2	152,432	157,005	161,715
	Grade 3	160,056	164,858	169,803
Level 8	Grade 1	152,432	157,005	161,715
	Grade 2	160,056	164,858	169,803
	Grade 3	168,056	173,098	178,291
	Grade 4	176,457	181,751	187,203

Table 2 - Sole Practitioner Allowance

Sole Practitioner Allowance	Current \$pa	Rate from 1.7.2022 \$pa	Rate from 1.9.2023 \$pa
Per annum	7,541.99	7,768.25	8,001.30

SCHEDULE 7 – HEALTH PSYCHOLOGISTS

7.1 Definitions

“**Psychologist in Training**” means an employee with a four year degree in psychology, being a three year degree with a fourth year honours in psychology; or who has qualifications deemed equivalent by the employer, and who is eligible for provisional registration with the Psychology Board of Australia. Such employees will be provided with appropriate supervision to enable the employee to attain registration with the Psychology Board of Australia as a Psychologist.

7.2 Classifications

A. Psychologist

(i) Academic and Registration Requirements

A Psychologists is an employee with a four year degree in psychology, being a three year degree with a fourth year honours in psychology; or a qualification deemed equivalent by the employer.

The Psychologist classification includes both Psychologists in Training and Psychologists who have full registration with the Psychology Board of Australia.

A Psychologist in Training shall commence at year 1 of the scale for Psychologist.

Provided that where a Psychologist has already met the criteria for full registration and has full registration with the Psychology Board of Australia , they shall commence at year 3 of the scale for Psychologist.

Provided further that until such time as a Psychologist has met the criteria for full registration and is registered with the Psychology Board of Australia , the employee shall not progress past the salary rate applying for Psychologist 2nd year of service.

(ii) Characteristics

(a) Tasks

Psychologists are trained in the independent application of existing treatment techniques and assessment procedures to a range of behavioural and emotional disorders.

Psychologists facilitate change in attitudes and behaviour related to health and illness, for the purpose of preventing and relieving distress or dysfunction and to promote subjective well-being and personal development.

(b) Judgement and Problem Solving

Psychologists evaluate psychological factors affecting maladaptive behaviour and provide individual counselling services, therapeutic interventions, group programs and case management in the areas of (but not limited to) anger management, parenting skills, stress management, social skills training, assertiveness training, mental health and problem addictions.

Psychologists undertake psychometric testing eg intelligence, personality and vocational, consistent with Psychology Board of Australia competencies.

(c) Supervision and Independence

Psychologists may work independently with clinical supervision from a more senior Psychologist.

Psychologists may provide clinical supervision to less experienced Psychologists.

Psychologists with three or more years of post-registration experience are eligible to supervise Psychologists in Training for registration purposes after having successfully undertaken the Psychology Board of Australia certified supervision workshop..

(d) Organisational Relationships and Impact

Psychologists may contribute to service planning and policy development.

Psychologists may participate in psychological research and evaluation projects as required.

Psychologists may be involved in the provision of in-services to staff and students. 3 Psychologists may formulate management and case plans.

Psychologists undertake liaison with relevant internal and external stakeholders.

B. Senior Psychologist

(i) Characteristics and General Features of Duties

Employees at this classification possess a high degree of experience as a Psychologist, with breadth and depth of experience in psychological methods and the provision of psychological services. The Senior Psychologist is able to provide a psychology service with the attribute of initiative, and to exercise independent judgment.

The general duties are as detailed for Psychologist, and in addition:

(a) clinical supervision of Psychologists;

(b) provision of psychological assessment and interventions involving adaptive utilisation of psychological principles and methods, including evaluation where appropriate;

(c) administrative duties, including but not limited to:

- (1) co-ordination of clinical activities of a service; and
- (2) significant involvement in service planning and policy.

(ii) Academic and Registration Requirements

An employee with a four year degree in psychology, being a three year degree with a fourth year honours in psychology; or who has qualifications deemed equivalent by the employer and who is registered as a psychologist with the Psychology Board of Australia.

Employees appointed at the Senior Psychologist level shall satisfy the criteria for the Psychologist classification and have completed a minimum of one year at the 9th year of service and thereafter point on the salary scale for Psychologist. Employees appointed to this classification shall demonstrate to the satisfaction of the employer by their work performed and the results achieved, together with their aptitude, abilities and other attributes, that appointment at this level is warranted on merit.

C. Clinical Psychologist

(i) Academic and Registration Requirements

The Clinical Psychologist is a fully registered psychologist with a Masters degree or higher in Clinical Psychology, Clinical Neuropsychology or some other recognised clinical area in psychology that the employer deems relevant to the functions of the position. The postgraduate qualifications must be of no less than two years full time duration (or part-time equivalent) and include professional clinical coursework, clinical training and supervised placement experience as core components.

Employees with a three year Clinical Doctorate (or equivalent) or a Doctorate of Philosophy (PhD) shall enter the classification at year 2 of the scale.

Employees entering this classification from the classifications of Psychologist or Senior Psychologist shall enter at the salary point for this classification that is above the salary point previously applying as Psychologist or Senior Psychologist.

(ii) Characteristics

(a) Task

Clinical Psychologists are capable of undertaking all activities performed by the classifications of Psychologist and Senior Psychologist as described in the Agreement.

Clinical Psychologists are trained in the scientific study and application of psychological knowledge and principles for the purpose of diagnosing, understanding, preventing, treating and advising on psychopathological distress or dysfunction and to promote subjective well being.

The essential tasks of Clinical Psychologists are assessment, diagnosis, case formulation and treatment of psychopathology as it is manifested (variously) in cognitive, emotional, motivational, personality and behavioural disturbances in adults, adolescents or children across a range of health care settings including outpatient, community, primary care and in-patient facilities.

Referrals appropriate to Clinical Psychologists encompass a diversity of presentations – from acute to enduring and mild to severe. Problems range from those with mainly biological causation to those emanating mainly from psychosocial factors, as well as problems of coping or adaptation to adverse circumstances that are not themselves reversible by psychological intervention eg physical disability, physical illness, bereavement.

(b) Judgement and Problem Solving

Clinical Psychologists exercise independent judgment concerning the selection and application of principles, methods and techniques of psychological assessment and/or treatment. Chosen interventions involve the adaptive utilisation of empirically-derived psychological principles.

(c) Supervision and Independence

The appropriate discharge of duties and demonstration of competence at this level is in consequence of an understanding of theories and techniques, which enable Clinical Psychologists to assess and diagnose psychological problems and disorders and design and implement appropriate psychological procedures.

Clinical Psychologists work independently and receive clinical supervision from another Clinical Psychologist. Initially such supervision is provided by a more senior and experienced professional colleague but after several years experience, Clinical Psychologists may participate in peer supervision only.

Clinical Psychologists may work in or lead a multidisciplinary team.

Clinical Psychologists are expected to provide clinical supervision to less experienced Psychologists, be involved in peer supervision and supervise postgraduate students on clinical placements. 5

(d) Organisational Relationships

Clinical Psychologists may conduct psychological research and evaluation projects as required.

Clinical Psychologists are involved in service planning and the formulation of policy.

Clinical Psychologists participate in the provision of in-service programs to staff and students.

Clinical Psychologists are a consultant to Psychologists and may provide peer consultancy to colleagues and other professionals within their area of expertise.

D. Senior Clinical Psychologist

(i) Characteristics and General Features of Duties

A Clinical Psychologist may, after not less than the completion of 12 months service at the 5th year of service and thereafter rate, make written application to the employer for progression to the classification of Senior Clinical Psychologist. The application shall comprehend, but not be limited to detailing current direct treatment responsibilities and duties discharged; together with provision of treatment consultation, supervision and training and relevant documentary support material.

The employer may also establish such positions of Senior Clinical Psychologist that it deems appropriate, from time to time.

Employees that are successful in their application for progression to Senior Clinical Psychologist shall commence on the 1st year of service rate for the classification.

Employees classified as Senior Clinical Psychologist shall discharge the duties as described for Clinical Psychologist above and in addition must demonstrate clinical expertise requiring:

- (1) higher level knowledge and experience in a specific area eg tertiary referral service, manifest in the level of competence, initiative, innovation, responsibility and professional recognition of the employee; and
- (2) developing and extending applications of assessment and treatment methods.

In addition, the employee must also discharge duties in at least one of the following areas:

(a) Administrative duties, which may include:

- (1) responsibility for overall service planning and policy; and
- (2) other supra-clinical duties involving responsibility for service provision; and
- (3) responsibility for professional functioning of Psychologists and Clinical Psychologists.

(b) Consultation, involving

- (1) the provision of consultation with other Psychologists or with other professional bodies and organisations (eg other government agencies) regarding psychological services and/or development of policies and procedures in areas requiring specialist psychological knowledge; and
- (2) developing protocols for individual and group treatment programs and making available to other health professionals. Developing assessment procedures for clinical decision making.

(c) Research and Evaluation, involving

- (1) research, where the Psychologist has taken responsibility as principal researcher for the design, implementation and reporting of psychological research; and
- (2) evaluation, where the Psychologist makes a major contribution to setting up evaluation systems for programs and services and major quality improvement projects;

(d) Training, involving

- (1) the training of Psychologists or other health professionals in a range of areas that may include specialist psychological skills;
- (2) contributing to training for supervisors of psychological services; and
- (3) developing and implementing training programs.

E. Principal Psychologist

(i) Characteristics and General Features of Duties

Appointment to this classification shall be through competitive selection and assessment on the basis of merit to fill an advertised vacancy; personal progression of an employee is not available for appointment to this level.

It is envisaged appointments to this level would be made from Senior Clinical Psychologists that have substantial knowledge, skills and experience at that level; be able to demonstrate significant expertise in the delivery of psychological services; and is a recognised leader in their clinical field and has contributed to the body of psychological knowledge, and/ or the development and education of psychologists within the field.

Clinical and other duties shall be as detailed above for Senior Clinical Psychologist, and in addition one or more of the following:

(a) Administrative and policy duties, which may include:

- (1) providing advice to Health Services and/or liaising between different Health Services on the development and provision of psychological services;
- (2) acting as a Senior Consultant for government or other agencies; and
- (3) providing policy advice on human and psychological services at Ministerial level;

(b) Psychological research of a significant nature and demonstrating ongoing involvement, which may include:

- (1) a significant number of research publications with the Principal Psychologist as primary author, and which have been published in respected peer reviewed journals. It would be expected that a significant proportion of these publications had been achieved since attaining specialist qualifications; and
- (2) presentation of papers, which may include psychological research or issues of clinical development, at major professional conferences and seminars;

(c) Teaching duties of a significant nature, which may include:

- (1) having a university appointment that includes active involvement in the teaching of psychology at the postgraduate level, and may also include teaching of undergraduates; and
- (2) teaching specialised clinical skills to other psychologists and/ or students;

(d) Advisory, with the Principal Psychologist:

- (1) operating in a senior advisory role to the Health Service and developing systems to ensure a high level of professional functioning of psychologists in that Health Service, such as organising regular continued professional development for Psychologists, maintaining and enhancing professional ethics and conduct, supporting NSW Ministry of Health objectives via evidence based methods and evaluation; and
- (2) teaching specialised clinical skills to other psychologists and/ or students.

7.3 Grading Committee

A grading committee will be established on a needs basis for the specific purpose of considering applications made by employees for progression and/or regrading within the classifications of the Agreement. Where an employee believes that their position is inappropriately graded the application must demonstrate that the applicant meets the requirements of and is required to work at the level as described for the grading being sought.

The committee shall consist of at least three members, a majority of which must be Psychologists of an equivalent or higher grading than that sought by the applicant. The committee will be established via consultation between the Union and the Employer.

The committee will receive the written application addressing the relevant criteria of the classification by the applicant and review its contents prior to proceeding to an interview of the applicant.

The committee shall record its decision and reasoning and make its recommendation to the Chief Executive of the Employer or his/her nominated representative.

7.4 Monetary Rates

Table 1 – Salary Rates

Classification	Current \$ PER ANNUM	FFPPOA 1/7/22 3% \$ PER ANNUM	FFPPOA 1/9/23 3% \$ PER ANNUM
PSYCHOLOGISTS			
Psychologist			
1st year of service	72,746	74,928	77,176
2nd year of service	76,682	78,982	81,352
3rd year of service	80,610	83,028	85,519
4th year of service	85,523	88,089	90,731
5th year of service	90,442	93,155	95,950
6th year of service	95,356	98,217	101,163
7th year of service	100,273	103,281	106,380
8th year of service	104,208	107,334	110,554
9th year of service & thereafter	108,133	111,377	114,718
Senior Psychologist			
1st year of service	114,033	117,454	120,978
2nd year of service	118,952	122,521	126,196
3rd year of service & thereafter	123,865	127,581	131,408

Clinical Psychologist			
1st year of service	104,208	107,334	110,554
2nd year of service	110,102	113,405	116,807
3rd year of service	116,002	119,482	123,067
4th year of service	121,901	125,558	129,325
5th year of service and thereafter	127,796	131,630	135,579
Senior Clinical Psychologist			
1st year of service	133,697	137,708	141,839
2nd year of service	137,627	141,756	146,008
3rd year of service & thereafter	141,563	145,810	150,184
Principal Clinical Psychologist			
1st year of service and thereafter	161,222	166,059	171,040
PART-TIME PSYCHOLOGISTS			
(Applicable only to staff employed prior to 30 June 1993)			
Part-Time Psychologist (p/hour)	54.47	56.10	57.79
(formula:-5th year rate ÷ 52.17857 ÷ 35 + 10%)	69.87	71.97	74.13
Part-Time Clinical Psychologist (p/hour)			

(formula:-3rd year rate ÷ 52.17857 ÷ 35 + 10%)			
Part-Time Senior Clinical Psychologist (p/hour)	82.90	85.39	87.95
(formula:-2nd year rate ÷ 52.17857 ÷ 35 + 10%)			

SCHEDULE 8 – HEALTH PHARMACISTS

8.1 Definitions

“**Pharmacist**” means a person who is registered as a practicing pharmacist with the Pharmacy Board of Australia.

A Pharmacist who has after registration not less than three years experience in hospital pharmacy and can demonstrate competency in at least one of the essential competency criteria and 3 other competency criteria will be classified as a Pharmacist Grade 2.

Provided that Pharmacists paid at the eight year of service rate immediately prior to transfer to this structure shall not be eligible for incremental progression unless they meet the criteria for appointment to Grade 2.

“**Pharmacist Grade 3**” means a Pharmacist who is responsible for the management and efficient performance of a specific unit or function of the hospital’s pharmacy Department.

8.2 Competency Criteria

Essential:

(i) Postgraduate qualifications in either Diploma of Hospital Pharmacy, Diploma of Clinical Pharmacy or any other relevant postgraduate qualifications and a minimum of 6 months experience in the relevant specialty. Relevant areas of specialty practice may include but should not be limited to: Liaison Pharmacy, Clinical Trials, Research and/or Project Coordinator, Information Technology, Oncology, Nutritional Support, Paediatrics, Critical Care; or

(ii) In the case of a Pharmacist who does not hold a post graduate qualification and has had, after registration, not less than 3 years experience in hospital pharmacy including not less than 12 months, experience in the relevant specialty acceptable to the employer.; or

(iii) Be able to demonstrate a higher level of performance in clinical pharmacy practices as defined by at least meeting the standards in the document published by Society of Hospital Pharmacists of Australia in 1996 to the satisfaction of the Director of Pharmacy or equivalent and if necessary, another Pharmacist nominated by the employer.

Other:

(a) An ability to demonstrate a record of participation in teaching programs with other Pharmacists and/or University students, community health, nursing staff or other health care providers.

(b) Demonstrated ability to supervise other Pharmacy staff and be responsible for the supervision of other Pharmacists.

(c) A record of significant contribution to quality assurance activities (e.g. being responsible for the implementation of maintenance of a quality assurance program)

(d) Participation in institutional committees relevant to the profession such as drug, nursing/pharmacy, infection control or quality assurance committees.

(e) Display judgment and demonstrate initiative and independence in problem solving.

(f) Be able to demonstrate active participation in research, presentation and publication of research results in peer review journals

8.3 Monetary Rates

Table 1 – Salaries

Classification	Current \$ PER WEEK	FFPPOA 1/7/22 3% \$ PER WEEK	FFPPOA 1/9/23 3% \$ PER WEEK
PHARMACISTS			
Grade 1- Unregistered	1,369.48	1,410.56	1,452.88
GRADE 1			
1st year	1,453.96	1,497.58	1,542.51
2nd year	1,553.43	1,600.03	1,648.03
3rd year	1,660.58	1,710.40	1,761.71
4th year	1,852.25	1,907.82	1,965.05
5th year	1,912.24	1,969.61	2,028.70
GRADE 2			
1st year	2,056.93	2,118.64	2,182.20
2nd year	2,125.62	2,189.39	2,255.07
3rd year	2,184.88	2,250.43	2,317.94
GRADE 3			
1st year	2,424.21	2,496.94	2,571.84
2nd year	2,491.55	2,566.30	2,643.29

SIGNATURES

I am authorised to sign this Agreement on behalf of Lifehouse Australia

SIGNATURE

PRINT NAME AND AUTHORITY TO SIGN / TITLE

ADDRESS: _____

DATE: _____

I am authorised to sign this Agreement as the nominated employee bargaining representative on behalf of the HEALTH SERVICES UNION (NSW BRANCH)

SIGNATURE

PRINT NAME AND AUTHORITY TO SIGN / TITLE

ADDRESS: _____

DATE: _____